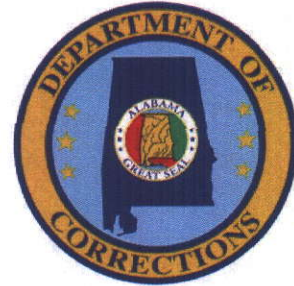




**REQUEST  
FOR  
PROPOSAL  
NO. 07-05-22**



**Alabama Department of Corrections  
Health Care – Medical Services**

**Alabama Department of Corrections  
Office of the Commissioner  
301 South Ripley Street  
Montgomery, AL 36104**

**May 23, 2007**

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**Request For Proposal  
Alabama Department of Corrections  
Health Care – Medical Services  
Information For Submitting Proposals**

**Requesting Agency**

The Alabama Department of Corrections is requesting proposals from responsible vendors to fill the State's needs as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

**Project Title**

ADOC Comprehensive Medical Services - Request for Proposal (RFP)

**Summary Description of Services**

Health Care – Comprehensive Medical Services for the Alabama Department of Corrections.

**Pre-Bid Conference**

Date and Time: May 30, 2007, 9:00 AM  
Place: Criminal Justice Building - Alabama Department of Corrections  
301 South Ripley Street, Montgomery, Alabama 36104

Vendors will be received at 8:45 AM in the first level lobby by an ADOC-OHS representative. Representatives of vendor will be escorted to Pre-bid Conference room at 9:00 AM. The availability of parking is limited and there is on-going construction nearby, therefore participants are encouraged to allow extra time for parking and walking to the Criminal Justice Building.

**Send Proposals To**

Alabama Department of Corrections  
Commissioner's Office  
Attention: Ruth Naglich  
301 South Ripley Street  
Montgomery, Alabama 36104

**Submission of Proposal**

Deadline for receipt of Vendor's proposal is July 9, 2007 at 3:00 p.m. Vendors proposals received by this deadline will be opened at 4:00 p.m., on the date of required receipt.

## **SECTION I**

### **INTRODUCTION**

The Alabama Department of Corrections (ADOC), an agency of the State of Alabama, solicits proposals for a vendor to manage and deliver a system that will provide comprehensive health care to all inmates in the State penal institutions of Alabama. The Health Care Program encompasses various levels of care to include a full range of on and off-site primary, secondary, and tertiary care medical services including but not limited to: dental, pharmacy, medical, institutional staffing and management, utilization management, chronic care, community provider network, ambulance services, medical supplies/ equipments, medical biohazard waste removal, and surgical programs, treatments, and procedures. Mental health services and programs are not part of the services requested under this solicitation.

Each sealed, notarized proposal must be accompanied by a Guarantee or Bid Bond payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of two-hundred fifty thousand dollars (\$250,000.00) as a guarantee of good faith and firm proposal for one hundred and twenty days (120) days. Letters of "Guarantee" will not be an acceptable form of either bid or performance bonding. The Commissioner of the Department of Corrections, or his designee, will be the custodian. Proposals not accompanied by this guarantee will not be considered. Proposals must be delivered between 8:00 a.m. and 3:00 p.m. on July 9, 2007, to the Alabama Department of Corrections, Commissioner's Office, at 301 South Ripley Street, Montgomery, AL 36104. Parcels or packages containing proposals must be clearly marked as containing "RFP for Medical Services NO. 07-05-22."

Vendor may mail or hand-deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times (Central Time Zone). Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

#### **1.1 Tour of Facilities**

The Alabama Department of Corrections has established a tour schedule for vendors interested in submitting proposals for medical services in response to the RFP. Site visits have been scheduled from May 30 through June 1 and June 5 through June 7, 2007, all tours are mandatory. A complete facility tour and travel schedule has been included in the Appendix. Any vendor that does not have a representative on the tours will not be eligible to submit a proposal. No individual or special tours will be given. Vendors are responsible for their own meals, transportation, and lodging. Vendors will only be allowed to tour the medical components of a facility, such as the health care unit,



infirmery, clinic, and intake unit. Vendors will be limited to two (2) representatives during an institutional tour. Any questions should be directed to Ruth Naglich, Associate Commissioner of Health Services, Alabama Department of Corrections, at 301 South Ripley Street, Montgomery, Alabama 36104, or [ruth.naglich@doc.alabama.gov](mailto:ruth.naglich@doc.alabama.gov).

Vendors will be allowed to visibly inspect the work area to become familiar with the scope of work and services requested. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made.

## **1.2 Proposal Presentation**

Each qualified vendor who is deemed compliant with the RFP response process will be provided a 90 minute session to present their proposal. Time should be allotted by Vendor to accommodate a 45 minute ADOC question and answer period as part of their presentation. Vendors will be allowed up to six individual representatives to be present at their presentation. Proposal presentations will be scheduled for the week of July 16, 2007 beginning at 9 a.m. in the Commissioner's Office at 301 South Ripley Street, Montgomery, AL 36104. The presentation and written proposal will identify the total cost of Vendor's program proposed in response to the specifications of this RFP.

The successful vendor will work with the ADOC in projecting medical equipment needs for any new facilities. The vendors' financial responsibility for such equipment will be designated and limited to an annual aggregate cap of \$75,000 per contract year. Total cost of medical equipment purchased under this aggregate fund will be reconciled every six (6) months. ADOC will have the option to deduct the total amount of dollars spent and the balance left of the \$75,000 annual equipment cap at the end of each twelve (12) month contract period, or roll a positive variance forward into the next contract period. The ADOC will be responsible for initially equipping new facilities.

## **1.3 Opening Date**

Vendors' proposals will be opened on July 9, 2007, at 4:00 PM in the Commissioner's Office, at 301 South Ripley Street, Montgomery, AL 36104.

## **1.4 Cost Proposal**

Prices must be quoted on the enclosed price sheet (Appendix A-2). Prices will be firm for the time period indicated.

## **1.5 Contract Term**

The contract is for a period of three years with options for both parties to extend the contract for a fourth and fifth year. Both parties must affirmatively exercise the option for the fourth year no later than six months prior to the expiration of the third year of the basic contract. The option to extend the fifth year must be affirmatively exercised by both parties no later than six months prior to the expiration of the fourth year of the contract. The prices for the fourth and fifth years will be as quoted in the RFP.

All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. Vendor will assume responsibility for providing the delivery of Health Care Services beginning at 12:01 AM, November 1, 2007, or at such other day as the parties may mutually agree. Successful Vendor will have the system fully implemented and operational within sixty (60) days of assuming the contract. Failure on the part of Vendor to fully implement the delivery of health care services within ninety days will result in liquidated damages as outlined in Section VII of the RFP.

#### **1.6 Entire Agreement**

Upon acceptance of Vendor's proposal by the ADOC, the parties will execute a formal contract, in writing, and duly signed by the proper parties thereto, subject to review by the Legislative Contract Review Committee and approval of the Governor of the State of Alabama.

#### **1.7 Form and Content of Proposals**

One original paper or hard copy and seven computer compact discs (CD) containing computerized copies of the original proposal are required. Copies of all documents of the original copy must be included and accessible on the CD copies. These computer disc copies are to include scanned copies of bonds, insurance certificates, notarized required documents and all appendices included as part of the original bid proposal. Individual copies contained on CD must be placed in a file sleeve or case and properly labeled on the outside of the case with vendor's name, the proposal opening date, and the RFP number. This same information shall be placed on the actual CD. Documentation must be scanned and/or saved into an Adobe Reader PDF file that allows for search/find function when viewing the document. Failure to submit the required number of copies in this requested format may prevent a Vendor's proposal from being evaluated within the allotted time. An authorized representative must sign the original proposal with any changes made in ink in all required places. The proposal must address all requirements of this RFP and provide all the information requested. Failure to comply with the requirements of the RFP in the proposal response may result in the disqualification of Vendor's proposal/bid.

RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package containing the proposal. Each original proposal must include original signature and notarization on enclosed Vendor Authorization Form to Submit Proposal (Appendix A-1) and must be returned with proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Properly identified proposals will be securely kept, and will remain unopened until time of proposal opening on July 9, 2007. The ADOC does not accept responsibility for the premature openings of a proposal not properly identified, or the late arrival of a proposal for whatever reason.

At the scheduled place and date for the proposal opening (or as soon thereafter as is applicable), prices will be made public for information of interested respondents who may be present either in person or by representative. Such information is not to be construed as meaning any vendor meets all specifications as set out in the RFP.

#### **1.8 Request to Modify or Withdraw Proposal**

Vendor may make a written request to modify or withdraw its proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

#### **1.9 Suspected Errors/Clarification**

If a vendor suspects an error, omission, or discrepancy in this solicitation, vendor must immediately notify the Associate Commissioner of Health Services' office at the above stated address. The ADOC will issue written instructions if appropriate.

If a vendor considers any part of the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of the proposal. The ADOC will respond in writing or by e-mail to all such requests. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all vendors who submitted a proposal. Deadline for submitting questions is 4:00 PM on June 25, 2007.

If changes in the RFP become necessary, an addendum will be mailed to all parties, who attend the Pre-bid conference.

#### **1.10 Proposal Firm Time**

The proposal will remain firm and unaltered after opening for one hundred and twenty (120) days after the proposal due date or until the ADOC signs a contract with another vendor, whichever is earlier. The ADOC may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

#### **1.11 Security**

Vendor must provide official documentation from a bonding or surety company, that it has the ability to provide a Performance Guarantee or Bond, in the amount of three million dollars (\$3,000,000.00) within ten days of acceptance of the proposal. Security will be in the form of a formal bond or other form acceptable to the ADOC. Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The performance bond will remain in force from November 2, 2007, through the end of the initial contract and any subsequent contract renewal terms. A breach of contract by vendor will cause the performance guarantee to become payable

to the State of Alabama. The Department of Corrections will be the custodian of the performance bond/ guarantee. The performance guarantee is predicated upon the condition of verified services rendered by vendor regarding the fulfillment of all contractual obligations. A good faith effort has been made by the Alabama Department of Corrections to list all functions and/or services required for the fulfillment of the contract in the provision of inmate health services. This in no way relieves vendor from the obligation to furnish all personnel, services, and equipment required in meeting the needs of the ADOC for proper and professional implementation of the contract.

#### **1.12 Evaluation and Selection**

The ADOC will evaluate all proposals using the criteria outlined in Section III. Upon the ADOC selecting a vendor's proposal for contract negotiations, the ADOC will send Vendor a written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as the ADOC signs a contract or determines negotiations with Vendor have failed. Receipt or posting of a notice is not equivalent to a contract with the ADOC.

#### **1.13 Responsibility to Read and Understand**

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation.

#### **1.14 Contract Negotiations**

Selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If agreement cannot be reached to the satisfaction of the ADOC, the Department may reject Vendor's proposal, or revoke the selection and begin negotiations with another vendor. Any proposed changes as well as the final contract must be approved and signed by the appropriately authorized State and ADOC official(s).

#### **1.15 Commencement of Work**

If Vendor begins any billable work prior to the final approval by the ADOC and execution of contract, Vendor does so at its own risk.

#### **1.16 Vendor Contact**

The ADOC will consider the person who signed Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

### **1.17 Reservations**

The ADOC reserves the right to reject all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC.

### **1.18 Cost of Preparation**

The ADOC is not responsible for and will not pay any costs associated with the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations.

### **1.19 Vendor Services**

The services of Vendor will encompass all duties required in the management of a system to deliver comprehensive health care to inmates assigned to the Alabama Department of Corrections. Vendor will develop and implement an overall health care system to inmates assigned to the following facilities, but not limited to:

#### **ADOC Correctional Facilities:**

##### **Bibb Correctional Facility**

565 Bibb Lane  
Brent, AL 35034

##### **Bullock Correctional Facility**

P.O. Box 5107  
Union Springs, AL 36089-5107

##### **Donaldson Correctional Facility**

100 Warrior Lane  
Bessemer, AL 35023-7299

##### **Draper Correctional Facility**

P.O. Box 1107  
Elmore, AL 36025

##### **Easterling Correctional Facility**

200 Wallace Drive  
Clio, AL 36017-2615

##### **Elmore Correctional Facility**

P.O. Box 8  
Elmore, AL 36025

##### **Farquhar Cattle Ranch**

1132 County Rd. 73  
Greensboro, AL 36744

##### **Fountain / JO Davis Correctional Facility**

Fountain 3800  
Atmore, AL 36503-3800

**ADOC Correctional Facilities  
Continued:**

**Frank Lee Youth Center**

P.O. Box 220410  
Deatsville, AL 36022

**Holman Correctional Facility**

Holman 3700  
Atmore, AL 36503-3700

**Limestone Correctional Facility**

28779 Nick Davis Rd  
Harvest, AL 35749

**Red Eagle Honor Farm**

1290 Red Eagle Road  
Montgomery, AL 36110

**Staton Correctional Facility**

P.O. Box 56  
Elmore, AL 36025

**Ventress Correctional Facility**

P.O. Box 767  
Clayton, AL 36016-0767

**Hamilton Aged & Infirm**

223 Sasser Drive  
Hamilton, AL 35570

**Kilby Correctional Facility**

P.O. Box 150  
Mt. Meigs, AL 36057

**Montgomery - Pre Release**

P.O. Box 75  
Mt. Meigs, AL 36057

**St. Clair Correctional Facility**

1000 St. Clair Road  
Springville, AL 35146

**Tutwiler Prison for Women**

8966 US Hwy 231 N  
Wetumpka, AL 36092

**ADOC Work Release / Community Work Centers:**

**Alex City WR / CWC**

P.O. Drawer 160  
Alex City, AL 35010-0160

**Birmingham WR / CWC**

1216 25th Street N  
Birmingham, AL 35234-3196

**Childersburg WR / CWC**

P.O. Box 368  
Childersburg, AL 35044-0368

**Atmore Community Work  
Center**

9947 Hwy 21 N  
Atmore, AL 36503

**Camden WR / CWC**

1780 Alabama Highway 221  
Camden, AL 36726

**Decatur WR / CWC**

1401 Highway 20 West  
Decatur, AL 35601

**ADOC Work Release / Community  
Work Centers - Continued:**

**Elba WR / CWC**

P.O. Box 710  
Elba, AL 36323

**Hamilton WR / CWC**

1826 Bexar Ave. East  
Hamilton, AL 35570

**Loxley WR / CWC**

P.O. Box 1030  
Loxley, AL 36551-1030

**Mobile WR / CWC**

P.O. Box 13150  
Eight Mile, AL 36663-0150

**Other Facilities Housing ADOC Inmates:**

Vendors will be required to provide a medical fitness screening for all inmates who are scheduled to be housed/transferred to one of the following facilities, prior to the transfer. Inmates transferred back to an Alabama Department of Corrections facility, will have a medical transfer screening completed within twelve (12) hours of notification by security that they have returned to an ADOC facility. Vendor will utilize medical screening criteria developed by the ADOC Office of Health Services, and will coordinate screening with institutional mental health professionals.

**J.B. Evans Correctional Center**

P.O. Box 970  
Newellton, LA 71357

**Pine Prairie Correctional  
Center**

P.O. Box 650  
Pine Prairie, LA 70576

**South Louisiana Correctional Facility**

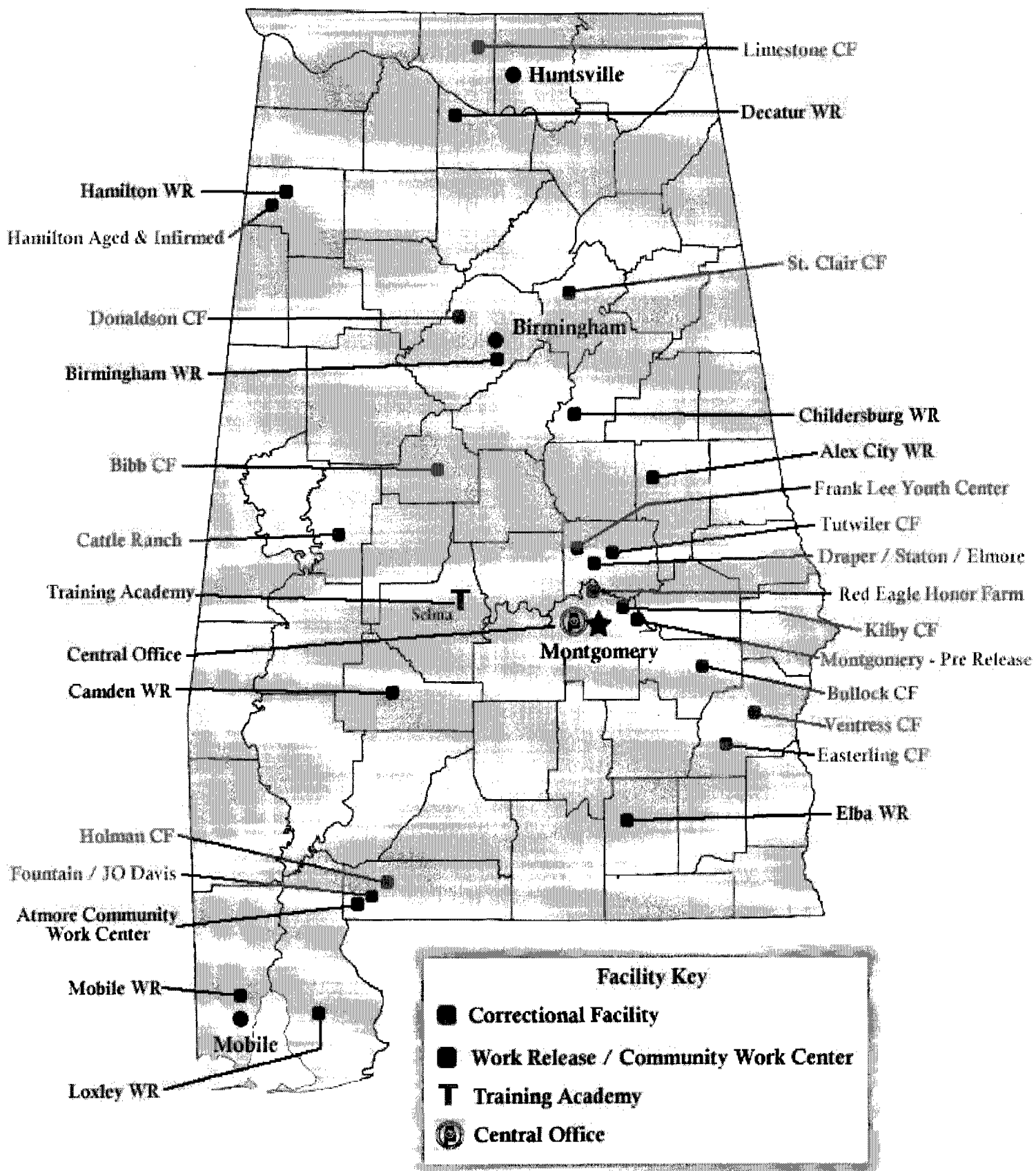
3843 Stagg Avenue.  
Basile, LA 70515

**West Carroll Detention  
Center**

180 Capital Bank Drive  
Epps, LA 71237

**Clay County, Jail**

41771 Hwy 77  
Ashland, Alabama 36251



End Section I



## SECTION II

### GENERAL TERMS AND CONDITIONS

#### 2.1 Proposal Conditions

- a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal. A vendor may be deemed non-responsive by the ADOC if proposal contains exceptions to the terms and specifications of the RFP.
- b) This agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) The contract will be a firm fixed-price contract, and the contract price established at award will constitute the total amount payable to Vendor to perform the Scope of Work set forth in the contract.
- d) All vendor proposals will remain firm and unaltered for one hundred and twenty (120) days after the proposal due date shown or until the contract is fully executed with another vendor, whichever is earlier. An exception to the criterion will be Vendor engaged in contract negotiations after pre-award notification, will be allowed to make Vendor proposal modification(s) only in accordance with a request by the ADOC.
- e) Any alternate proposal submitted by Vendor (receiving pre-award notice), which in the opinion of the ADOC best satisfies the Department's requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.
- f) The ADOC reserves the right to modify the requirements of the RFP or awarded contract requirements by: 1) changing the Scope of Work, deliverables, services, or time frames; 2) adding or deleting tasks/services to be performed; and/or 3) any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC. Notwithstanding any other provision of this RFP, the ADOC reserves the right to split the award into multiple contracts for portions of the services set forth herein, including but not limited to, inpatient hospitalization, pharmaceuticals, laboratory services, and dental services.

- g) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the Department, Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from vendors to the RFP, or the ADOC may open the process to re-procurement based upon the new specifications.
- h) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether or not marked as proprietary or confidential), is made part of the contract is subject to release in accordance with the Open Records Act and/or applicable law.
- i) Only the final results of the ADOC and ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.
- j) The successful vendor who executes the awarded contract for service is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable, but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any subcontractor providing services required in the RFP or in the awarded contract will meet or exceed the requirements set forth in the RFP.
- k) Vendors may be asked to submit further financial information to prove financial responsibility. Financial documents will be kept confidential unless otherwise required by law.
- l) All terms of the RFP, Vendor's responses to the RFP, and all schedules and attachments will be incorporated and referenced as part of the awarded contract.

## **2.2 Other General Terms**

- a) The executed contract and any renewals thereof are subject to the appropriation of funds or funds made available to the ADOC to fulfill the contract obligations.
- b) No interpretation of any provision of the contract resulting from this RFP, including applicable specifications, are binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) Any and all personnel of Vendor may be subject to a background investigation conducted by the ADOC as a requisite for initial and/or continued employment.
- d) Vendor's provision of services must comply with the standards of the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), as well as recommendations of the Center for Disease Control

(CDC) and other standards as may be defined in the Administrative Regulations, Directives, and/or Policies and Procedures of the ADOC.

- e) If any requirement of the RFP exceeds the standards of the ACA, NCCHC, CDC or standards or requirements defined in the Policies and Procedures of the ADOC, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract or through a subsequent written mutual agreement, signed by the authorized representative of Vendor and the ADOC.
- f) Vendor will provide the ADOC with a copy of all its maintenance and/or equipment contract agreements upon request, but will provide a copy of professional or service agreements with hospitals, diagnostic laboratories physicians, dentists, etc., within thirty (30) days of the initiation of services. Vendor is responsible for all dealings with its subcontractors and will answer all questions posed by the ADOC regarding them or their work.
- g) The ADOC will not be bound to any terms and conditions included in any vendor or subcontractor agreements or contractual documents. No condition in a subcontractor agreement in variance with, or in addition to the requirements of the RFP, or the awarded contract will in any way affect Vendor's obligations under the awarded contract.
- h) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contract of professional staff, or subcontracted vendors, including, but not limited to, the laboratory and hospital.
- i) If Medicaid, Medicare, or other reimbursement is received from an external source, such monies will be credited to the ADOC on a monthly basis.
- j) Vendor will, at all times, maintain the staff required by the RFP. Should Vendor at any time: 1) refuse or neglect to supply adequate and competent supervision or sufficiently and properly skill/trained/licensed personnel; 2) fail to provide equipment/drugs of proper quality or quantity; 3) fail to perform services according to the specifications required in the RFP; 4) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or 5) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Vendor, or by posting in some conspicuous space on-the-job site, to take any one or more of the following actions:
  - i) Withhold any monies then or next due to Vendor; or
  - ii) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work. the rendition of the Services up to the specification and standards required in the RFP or awarded contract, pay for same and deduct the amount so paid from any money then or thereafter due Vendor; or

- iii) Terminate the contract.
- k) All work products originated or prepared by Vendor and delivered to the ADOC pursuant to the RFP are, or will be, exclusive property of the ADOC.
- l) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor's work under the awarded contract. The ADOC may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by ADOC.
- m) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to the Licensors. Vendor will be responsible for the supervision, management, operation, and control of materials licensed to the ADOC. As part of the RFP, Vendor will fulfill all obligations required of the ADOC as well as for Vendor under the ADOC licensure agreements as part of the RFP. Upon the termination of the contract, or the termination of any ADOC License Agreement, Vendor will return any licensed material and documentation required by the Licensor, and will certify in writing that such obligation has been fulfilled, if required by Licensor or the ADOC.
- n) Vendor will be an independent Contractor. Vendor, its agents, subcontractors and/or employees, will not be considered to be an agent, distributor, or representative of the ADOC. Further, neither vendor nor any employees of vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the Alabama Department of Corrections.

### **2.3 Disputes**

For any and all disputes arising under or relating to the awarded contract, the ADOC and successful Vendor herein referred to as "parties", shall work together in good faith to resolve the dispute. The parties agree, in compliance with the recommendation of the Governor and the Attorney General of the state of Alabama, when considering the settlement of such disputes, to utilize appropriate forms of non-binding dispute resolution, including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or, where appropriate, private mediators. As a result, in the event the parties cannot resolve their dispute, either party shall have the right to request mediation ("Mediation Request") by a neutral and/or disinterested third-party (the "Mediator") who shall, at a minimum, be an attorney licensed to practice law in the State of Alabama at the time of such request.

## **2.4 Term and Renewals**

The length of the contract, including any renewals, may not exceed five years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at Vendor's option.

## **2.5 Termination for Convenience**

If the ADOC terminates for convenience, the ADOC will pay vendor for supplies and services satisfactorily provided and authorized expenses incurred up to the time of termination.

## **2.6 Billing**

- a) Vendor will submit a detailed invoice to the ADOC. This detail may include listing all services billed by date, hours worked, expenses, and Taxpayer Identification Number. By submitting an invoice, Vendor certifies that the supplies and services have met all of the required standards set forth in the contract and amount billed and expenses incurred are as allowed in the contract.

Payments for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and proper receiving authorization from the ADOC. The invoice will certify that Vendor will be paid on a monthly basis after services have been delivered.

- b) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment including installment payments to vendor is exempt from income tax liability.
- c) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
- d) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. The State has not historically delayed payments at the beginning of the fiscal year, however, such a circumstance will not constitute a breach by the ADOC.
- e) The ADOC will not be liable for payment associated with supplies provided, services performed, or expenses for those supplies and services incurred prior to the beginning of the term of the contract.

- f) The approved invoice amount will be paid less any designated withholdings associated with performance penalties or staffing paybacks and previous partial payments. Final payment will be made upon determination by the ADOC that all requirements under the contract have been completed, which determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of Vendor's records as provided for in the contract.
- g) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the Contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.

## **2.7 Availability of Appropriations**

The ADOC will use its best efforts to secure sufficient appropriations to fund the Contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Vendor's obligation to perform will cease upon receipt of the notice.

## **2.8 Consultation**

Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the Contract. Vendor will provide the ADOC the opportunity to review relevant Documents prior to filing with any public body or adversarial party. Vendor will promptly furnish the ADOC with copies of all correspondence and all Documents prepared in connection with the services rendered under the Contract. Upon request, Vendor will arrange, index, and deliver all correspondence and Documents to the ADOC.

## **2.9 Performance Reviews**

The ADOC will conduct scheduled and non-scheduled performance reviews of vendor's performance under the contract. Any professional service performed under the contract is subject to a post performance review. Guidelines for such a review by the ADOC will mirror those of the ADOC Office of Health Services designated contract monitoring staff, set forth in Section VI, 6.1. Vendor will cooperate with the ADOC in this review, which may require that Vendor provide records of its performance and billing. Vendor will provide any required information within thirty (30) days of the request by the ADOC. This performance review may be used by any State agency in determining whether to enter into other contractual relationships with Vendor.

## **2.10 Audit/Retention of Records**

Vendor and its subcontractors will maintain books and records related to performance of the contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practice. Vendor will maintain these books and records for a minimum of three years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or subcontractor, the ADOC will adjust future or final payments otherwise due. If not payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

## **2.11 Schedule of Work**

Any work performed on State premises will be done during the hours designated by the ADOC and will in any event be performed so as to minimize inconvenience to the ADOC and its personnel, and minimize interference with the operation of the ADOC. Vendor is to schedule daily services around inmate movement, including but not limited to work details, meal times, program services and activities as to provide reasonable access to regularly scheduled physician sick call and chronic care clinics. Whenever feasible with inmate facility movement, physician sick call and clinic times should be scheduled between the hours of 6:00 AM and 11:00 PM Monday through Friday. Regularly scheduled nurse sick call will be held on weekends and Holidays. A physician and/or licensed mid-level practitioner (RNP or PA) will be on-call and available to return to a facility during unscheduled hours for emergent care seven (7) days per week twenty-four (24) hours a day.

## **2.12 Independent Contractor**

Vendor will be an independent Contractor. Supplies provided and/or services performed pursuant to the contract are not rendered as an employee of the ADOC or of the State of Alabama. Amounts paid pursuant to the contract do not constitute compensation paid to an employee.

## **2.13 Responsibility for Agents and Employees**

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and subcontractors in their performance of Vendor's duties under the

contract. Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder.

#### **2.14 License**

Vendor, or its employees, who perform services requiring a license will have and maintain said required licenses. With the consent of the ADOC, Vendor may meet the license requirement through use of a subcontractor.

#### **2.15 Assignment and Subcontracting**

- a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval.
- b) The names and addresses of all subcontractors utilized by Vendor will be listed in an addendum to the contract together with the anticipated amount of money that the subcontractor is expected to receive pursuant to the contract.
- c) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. However, the ADOC will have the option to terminate the contract upon written notice to Vendor.
- d) The ADOC may transfer the subject matter of the contract or payment responsibility to another State agency after giving written notice to Vendor.

#### **2.16 Maintenance Assurance**

Should Vendor discontinue service or maintenance of equipment or software provided under the contract, Vendor will provide to the ADOC adequate Documentation and access to specialized or proprietary tools to allow the ADOC or a subcontractor to maintain the equipment or software. This provision will not apply if Vendor makes arrangements for continued service and maintenance through another vendor and at a price acceptable to the ADOC.

#### **2.17 Solicitation and Employment**

Vendor will not employ any person employed by the ADOC at any time during the term of the contract to perform any work required by the terms of the contract. As a condition of the contract, Vendor will give notice immediately to the Commissioner of the ADOC if Vendor solicits or intends to solicit for employment any employees of the ADOC during



the term of the contract. The ADOC has no authority to contractually refuse to hire vendor's employees who apply to the State for employment.

#### **2.18 Background Check**

The ADOC may conduct criminal and driver history background checks on Vendor's officers, employees, or agents, who would directly supervise or physically perform the contract requirements at ADOC facilities. Any such officer, employee, or agent deemed unsuitable by the ADOC must be replaced immediately.

#### **2.19 Conflicts of Interest**

Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the ADOC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest, or which may conflict in any manner with Vendor's obligations under the contract. Vendor further covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

End Section II

## **SECTION III**

### **METHOD OF SELECTION**

#### **3.1 Qualifications of Vendor**

Vendor will be the sole source of contact for the contract. The ADOC will not subcontract any work under the contract to any other firm and will not deal with any subcontractors with the exception of the following entities:

- a. Just Care, Inc. – Detention Healthcare
- b. Alabama State Employees Insurance Board – SEIB
- c. Blue Cross Blue Shield of Alabama
- d. U.S. Medical Group, Inc.

Vendor is totally responsible for all actions and work performed by subcontractors. All terms, conditions, and requirement of the contract will apply without qualification to any services performed for goods provided by any subcontractor.

Vendor must have proven ability for contract transition with an orderly and efficient startup. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within sixty (60) days of the contract start date.

Vendor must be able to mobilize sufficient personnel to meet the deadlines in the RFP. Vendor must include a description of its qualifications and experience in providing the requested or similar services including resumes of proposed personnel assigned to the project stating their education, specialized training, and work experience.

- a) Primary Vendor must have a minimum of five years previous experience with proven effectiveness in administering a correctional health care program in a single state prison system housing adult offenders, with multiple facilities with an inmate population of 9,000 or more.
- b) Vendor must demonstrate current experience in providing a standard of care that is in compliance with the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) standards for adult detention facilities.
- c) Vendor must possess the ability to provide a system of technical, administrative, financial reporting, legal counsel and clinical support, as well as professional staff development.

- d) Vendor must demonstrate a corporate structure that includes physician leadership, clinical development, technical resource support services, and individual peer review.
- e) Vendor must possess recruiting and retention capabilities for all levels of professional and support personnel on a local and national level.
- f) Vendor must include a detailed plan of regularly scheduled self monitoring for contract compliance.
- g) Vendor must demonstrate the ability to respond to court settlement agreements related to medical services, and the ability to achieve and maintain compliance with required specifications.
- h) Vendor will provide a full range of health care services under the supervision of an experienced Health Services Administrator and a physician licensed by the Alabama Board of Medical Examiners. Administration of the entire state program does not have to be limited to a health care provider but can be a proven manager experienced in directing a full range comprehensive health care program. When this authority is other than a licensed physician, clinical judgment rests with a single, designated, responsible physician.

### **3.2 Proposal Format**

The following information is required:

Transmittal letter that includes the following statements:

- a) Vendor is the prime vendor and identifies all subcontractors.
- b) Vendor is a corporation or other legal entity and is registered to do business in the state of Alabama.
- c) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.
- d) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- e) Vendor presently has no interest, direct or indirect, which would conflict with the performance of services under the contract and will not employ in the performance of the contract, any person having a conflict.
- f) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-statements.

- g) Whether there is a reasonable probability Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor which would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting State and/or the Federal Government the right to examine any directly pertinent books, Documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of the ADOC.
- h) Vendor agrees that any lost or reduced federal matching funds resulting from unacceptable performance in a vendor task or responsibility defined in the RFP, will be accompanied by reductions in State payments to Vendor at the option of the ADOC. Given that federal grant awards to the ADOC may involve services and programs above and beyond the scope of work specified in the contract, the ADOC will not be compelled to share such monies with Vendor.
- i) Vendor has not been retained, nor retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Vendor for the purpose of securing business. For breach of this provision, the ADOC will have the right to reject the proposal, terminate the contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.
- j) Vendor will insure that all workers employed in the delivery of services are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Vendor will include an overview of its organizational structure and that of any subcontractor. The following points should be addressed:

- a) Date established;
- b) Governance;
- c) Number of personnel, full or part time, assigned to this project by function and job title;
- d) Information technology resources at a corporate and regional level that provide the ability to generate accurate operational, clinical and financial data on a regular basis;

- e) Location of the project within vendor's organization;
- f) Relationship of the project to other lines of business; and related organizational chart;
- g) List by name, address, telephone, and Contract Administrator all correctional facilities where Vendor is currently providing medical care and the length of time that each contract has been in effect;
- h) List by name, address, telephone, and Contract Administrator all correctional facilities where Vendor has terminated services in the past five years;
- i) Submit three (3) references to which Vendor has contracted services that are comparable to the ADOC program. These references will include the name of the firm or other state departments, the name of the contact person, the address, and the telephone number of the contact person. Employees and sub-vendors of Vendor may not be listed as references or contact persons.
- j) Provide a history of past and current lawsuits inclusive of class actions from 2000 to 2005 in which Vendor or Vendor's parent company were named as a defendant or plaintiff and the status of those lawsuits.
- k) Provide a copy of audited financial statements for the most recent fiscal year, and two (2) prior years, including explanations, footnotes, and/or accountant's qualifications, supporting Vendor's financial capability to undertake and complete the performance of the contract;
- l) Vendor must have local central capability to supervise and monitor the program, ensuring satisfactory provision of services. The organization structure required is:
  - 1) Program Director -Direct supervision of Regional Coordinators, Program Administrators and support staff.
  - 2) Medical Director - supervising utilization management personnel, physicians, physician assistants, and advanced nurse practitioners.
  - 3) Consulting Dental Director-supervising dentists, dental hygienists, and dental assistants.
  - 4) Consulting Pharmacy Director – insures compliance with all state and federal laws regarding institutional pharmacy services. This individual will be a licensed pharmacist and will serve as chair a statewide pharmacy therapeutics and pharm-economics committee.

- m) The corporate office must be registered with the Secretary of State to do business in the State of Alabama, or provide proof of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract; and
- n) Vendor must retain appropriate local-in state legal counsel to both assist the ADOC legal department when requested and provide legal representation to Vendor in contractual and litigation matters related to the provision and delivery of services under the contract.

### **3.2.01 On-Site and Off-Site Services**

State how on-site and off-site health care services will be provided. Vendor must demonstrate an understanding of each service. Each service should be identified along with an explanation of how Vendor plans to approach the service.

### **3.2.02 Personnel Services**

Vendor will address the following topics:

- a) Recruitment and retention practices;
- b) Equal employment opportunities;
- c) Licensure/certification requirements;
- d) Staff development and training plan;
- e) Orientation of new personnel and a training program for employees new to corrections on appropriate interaction with corrections;
- f) Officers and inmates;
- g) In-service training;
- h) How job turnover of health care staff, professional, and support will be handled;
- i) Staff retention plan that addresses how current contract staff will be retained when appropriate; including a discussion of health care and retirement benefits; and
- j) A detailed facility-staffing schedule utilizing the minimum staffing requirements for each facility as outlined in Appendix A, including an organizational management supervision plan, and plan for providing adequate staffing levels during periods of personnel shortages.

### **3.2.03 Support Services**

In addition to providing on-site, off-site, and personnel services, vendor will also provide comprehensive health care program management services to support the medical program within the ADOC. These program support services will include, but are not limited to:

#### **Medical Advisory Committee (MAC)**

The membership of the committee will be representatives of the ADOC and vendor. The Committee will meet every other month at a designated facility for the purpose of reviewing health care services available and resolving problems.

#### **Cost Containment Program**

Specify a detailed plan for the implementation and operation of a cost containment program. Address the mechanism by which Vendor plans to control health care costs, areas in which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

#### **Infection Control and Immunization Program**

Vendor will provide a comprehensive Infection Control Program. Such a program will also include, but not be limited to, annual TB testing on all inmates. Wellness and preventative health programs to include appropriate immunizations are to be provided coordinated at the state level and implemented at the facility level.

### **3.2.04 Management Information System**

Vendor will develop a system for collecting data and analyzing trends in the utilization of health care services at each site. The resulting report will be reviewed at each facility MAC meeting. Vendor will provide computers and other technology support to on-site facility professional staff to enhance their resources and productivity. Vendor is to include a description of such technology support its proposal, including the number of computers at the facility level, and who they will be assigned to for usage on a daily basis.

### **3.2.05 Complaint Procedures**

Vendor will specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. Such policies and procedures must be in accordance with current and future ADOC Regulations and Directives.

### **3.2.06 Strategic Planning and Consultation**

Vendor will indicate the capability for long term strategic operational planning. Additional ADOC correctional institutions are in various proposal and planning stages to include but not limited to a new 1600 bed Women's Prison and a 400 bed Therapeutic Education Facility. It is the ADOC's expectation that the successful vendor will assist in the planning and development of a cost effective medical services program for any new proposed ADOC facility.

### **3.2.07 Contract Transition**

Vendor must demonstrate prior ability to perform an orderly and efficient contract transition. A detailed implementation plan must be submitted describing how the following issues will be handled:

- a) Proposed timetable for implementation and operation and a statement relating to Vendor's ability to meet stated and required deadlines;
- b) Recruitment capabilities - including interviewing current contact staff;
- c) Identifying and assuming the current costs of major medical care;
- d) Pharmacy inventory transfer procedures;
- e) Transfer of the personnel and training records of current employees who will be retained;
- f) Vendor's central management personnel to be assigned to supervise and monitor the transition and to ensure the satisfactory and continued provision of services to the inmate population; and
- g) Staff training on Vendor's policies and procedures, including the transition process from current policies and procedures.

Cost proposals will include initial, itemized, and comprehensive base cost. Such a proposal will include an outline of requested options outside the base cost. Base cost will be the monthly cost per inmate.

### **3.3 Method of Selection**

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to select other than the low-priced vendor if a higher-priced proposal provides the best value as determined by the ADOC. Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary bid that meets all the



required specification of this RFP, will be considered non-compliant. Proposal evaluations will be scored and based on the response to the requirements of this RFP, to be considered as the primary bid/proposal. Alternative Proposals will not be considered as the basis for the evaluation of the successful bidder. Evaluation criteria and scoring is as follows:

<b>Proposal Criteria</b>	<b>Percentage of Value</b>
A. Vendor Qualifications/Experience	10%
B. Financial Stability	7%
C. Clinical Program Support	10%
D. Personnel and Training	6%
C. Information Technology and Reporting	5%
E. References	3%
F. Previous Litigation and Legal Counsel	4%
G. Contract Transition Plan/Start-up	3%
H. Program Innovation –Value Added	5%
I. Cost Containment Program	7%
J. Price – Total for first three years	40%

After the evaluation of proposals received and selection of Successful Vendor, all vendors will be notified in writing regarding the selection of Successful Vendor. All proposals received will become the property of the ADOC.

End Section III

## SECTION IV

### CERTIFICATIONS

#### **4.1     Indemnification and Liability**

Vendor will indemnify and hold harmless the State of Alabama and the Alabama Department of Corrections and their officers, agents, and employees from and against all claims, losses, or costs arising out of Vendor's negligence, gross negligence, wantonness, deliberate indifference, or criminal negligence, or from willful disregard of proper or lawful written instructions from the Commissioner of the Alabama Department of Corrections and Associate Commissioner of Health Services. Vendor shall be fully responsible for defending and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of vendor's performance or non-performance of the services and duties stated in this RFP.

Vendor also agrees to indemnify and hold harmless the State of Alabama and the Department of Corrections and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligations of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, their employees, agents or representatives or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or subcontractors, or claims under similar such law or obligations. Vendor obligation, under this section, will not extend to any liability caused by the sole negligence of the ADOC or its employees.

#### **4.2     Liability Coverage**

Before signing the contract, Vendor must file with the ADOC a certificate from Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical Malpractice Liability insurance must be no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Vendor must carry general liability insurance coverage with \$1,000,000 combined single limit for personal injury and property damage which incorporates said coverage for all of Vendor's employees and subcontractors. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Vendor will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Vendor must carry vehicle insurance meeting state law requirements. Coverage required, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Vendor will provide legal representation, at own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or vendor's employees in said suits.

#### **4.3     Notice to Parties**

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104. Notices to Vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, and present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation.

#### **4.4     Legal Compliance**

Vendor certifies compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability, or unwillingness to comply with those requirements.

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama or any other state of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

#### **4.5 Felony Conviction**

Unless otherwise provided, no person or business entity convicted of a felony will do business with the ADOC from the date of conviction until five (5) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

#### **4.6 Inducements**

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP or who withholds a proposal in consideration of the promise for the payment of money or other valuables is guilty of a felony.

Vendor is prohibited from entering into financial agreements with employers or other independent vendors or subcontractors who grant monetary awards for limiting the level or availability of health care services.

#### **4.7 Reporting Anticompetitive Practices**

When, for any reason, a vendor or designee suspect collusion or other anticompetitive practice among any vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, request for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

#### **4.8 Drug-free Workplace**

Vendor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance will be eligible for the contract. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract, termination of contract, and/or debarment of contracting opportunities with the ADOC for at least one year, but not more than five years.

Vendor certifies and agrees to provide a drug free workplace by:

- a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- b) Establishing a drug free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) Vendor's policy of maintaining a drug free workplace;
  - 3) Available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug violations.
- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- d) Notifying the ADOC within ten (10) days after receiving notice under subsection (a) (3) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (Public Law; 100-690; 15 U.S.C. Section 5110).
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (Public Law; 100-690; 15 U.S.C. Section 5110).

#### **4.9 Equal Employment Opportunities - Affirmative Action/Sexual Harassment**

Vendor will:

- a) Comply with the regulations, procedures, and requirements of the ADOC
- b) concerning equal employment opportunities and affirmative action;
- c) Provide such information with respect to its employees and applicants for
- d) Employment; and
- e) Have written sexual harassment policies.

#### **4.10 Performance Subject to Law**

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act, Vendor will:

- a) Comply with the provisions of the Civil Rights Act of 1964;
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor; and
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and requirements imposed by the Applicable H.E.W. regulation 45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

#### **4.11 Confidentiality and Use of Work Product**

- a) Any Documents or information obtained by vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work product produced under the contract including, but not limited to, Documents, reports, information, Documentation of any sort and ideas, whether preliminary or final, will become and remain the property of the ADOC, including any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties;
- d) for any loss, destruction, or damage to State property, and will at its request and;
- e) expense, furnish to the ADOC reasonable assistance and cooperation, including;
- f) assistance in the prosecution of suit and the execution of instruments of ;
- g) assignment in favor of the ADOC in obtaining recovery.

h) Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of vendor and risks and indemnities assumed by vendor. If vendor does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, Vendor must inform the ADOC and seek written permission for lesser coverage.

i) Vendor will, at its expense, defend the ADOC against all claims asserted by any person that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder or any part thereof by reason of any alleged infringement, Vendor will, at its expense, either modify the item so that it becomes non-infringing; procure for the ADOC the right to continue to use the item; substitute for the infringing item other item(s) having at least equivalent capability; or refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

j) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

#### **4.12 Warranty**

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Unless otherwise specified in this section, supplies will be new, unused, of most current manufacture and not discontinued. All supplies will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standardized warranty, and will perform in accordance with manufacturer's published specifications. These are minimum requirements that may be modified by specific provisions of the contract.
- c) Vendor warrants that it has the title to or the right to allow the ADOC to use the supplies and services being provided, and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that

would interfere with the use of such supplies and services that would leave the ADOC liable.

#### **4.13 Breach and Other For Cause Terminations**

- a) The ADOC may terminate the contract without penalty to the ADOC or further payment required in the event of:
  - 1) Any breach of the contract which, if it is susceptible of being cured, is not cured within thirty (30) days of the ADOC giving notice of breach to Vendor, including but not limited to failure of Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
  - 2) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law, or any action by Vendor to dissolve, merge, or liquidate; and
  - 3) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency.
- b) Termination for convenience: Either party may terminate the final agreement resulting from this RFP and subsequent negotiations without cause upon the receipt of one hundred twenty days (120) written notice to the other party.

#### **4.14 Entire Contract**

The contract, including any attachments, constitutes the entire contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

#### **4.15 Applicable Law**

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Vendor will also comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Vendor's remedy for any claim under the contract is to file a claim against the ADOC with the Alabama Board of Adjustment.

End Section IV



## SECTION V

### STATEMENT OF WORK

#### 5.1 Purpose of the Project

The Alabama Department of Corrections (ADOC) is responsible through Vendor for the provision of inmate health care that meets constitutional standards to include comprehensive medical services and related support services for the inmates in the custody of the Department. The provision of services is primarily provided on-site at the designated facilities identified in Section I (1.19) of this RFP through the utilization of contracted services. Specialized services may be provided through agreements with area providers such as hospitals, clinics, medical specialists, laboratories, and other specialized services. The objective of the RFP is to secure a qualified vendor who can manage and operate a comprehensive health care services system at full capacity and in a cost-effective manner; deliver quality health care services; comply with ACA, NCCHC and constitutional standards; implement a written health care plan with clear objectives; develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of health care; maintain acceptable levels of staffing and improve inventory control; maintain full reporting and accountability to the ADOC; and maintain an open, collaborative relationship with the administration and staff of the ADOC and the individual facilities. It is the intent and purpose of the ADOC that all assigned inmates receive adequate health care regardless of place of assignment or disciplinary status.

#### 5.2 Services to be Provided

Definitions:

- a. Qualified Health Care Personnel: All licensed or registered health care providers.
- b. Health Services Administrator: A person who by virtue of education, experience, or certification is capable of assuming responsibility for arranging all levels of health care and ensuring quality and accessible health services for inmates.
- c. Responsible Physician: A designated MD or DO who has the final authority at a given facility regarding clinical issues.
- d. Standard of Care: Inmates will be provided constitutionally adequate, humane, and necessary medical care. All inmate medical care will be provided in compliance with the accepted standards of correctional health care as specified by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).

### **5.3     Intake Health Assessment**

The intake process is initiated at Kilby Correctional Center (males), Tutwiler Women's Prison (females), Donaldson and Holman prisons (death row male inmates only) and on occasion; Limestone Correctional Facility for new arrival special unit direct intake inmates.

This process is among the most critical aspects of medical services. The intake services are to be performed by qualified health care personnel within twelve (12) hours after arrival at Kilby or Tutwiler. During this phase the inmate will have the initial PPD (or other acceptable TB screening if a PPD contraindicated), a CBG, review and verification of stated prescribed medications, review for communicable disease or suspect disease, pregnancy test (female) and a mental health screen. Questionable or positive finding will require immediate follow-up with the site provider. Access to Care information is to be provided to the inmate verbally and in writing. The inmate will sign acknowledgement of understanding and the original document will be filed in the medical record. The inmate will be given a copy of the Access to Care document.

All inmates will receive a screening history by a Registered Nurse and will be referred to an advanced level provider for any acute or chronic problem. Inmates who have been referred by the Registered Nurse to an advanced level provider will upon referral have a complete history and physical performed. All inmates not referred by the Registered Nurse to an advanced level provider initially will have a complete history, physical examination, problem list, and treatment plan performed within seven (7) days of intake.

A provider will be consulted in person or by phone regarding all patients arriving on certain critical medications within twelve (12) hours of arrival and for other medications within forty eight (48) hours. After the inmate's seventh (7) day of incarceration, a medical, dental and mental health history, physical examination, required diagnostic testing, problem list, and acute or chronic care treatment plan will be completed and documented in the individual inmate's medical record by the site medical director or midlevel practitioner.

The health care staff is responsible for providing pertinent health status information to the ADOC Classification Supervisor. Such information will be considered in the institutional assignment of the inmate. Once an inmate is assigned to a facility, the facility health care staff will address and/or meet the inmate's health care needs.

### **5.4     Health Care Assessment; Intake, Periodic Transfer and Receiving Screening**

The intake assessment must include the following unless an additional service or exception is documented pursuant to policies and procedures, and/or any Federal Court Settlement Agreements.

Tracking of each new arrival to include PPD placement with millimeter results or other required screening measures will be documented on approved New Arrival/ Intake Tracking Logs and PPD Tracking Logs.

Intake assessment will include:

- a) Review of demographic information, allergies, triage data, and noting of any psychiatric and/or medical alerts.
- b) Complete set of vital signs, including measured weight and height.
- c) Urine dipstick for all inmates; CBG for all inmates, and peak expiratory flow rate for all inmates with a history of asthma or emphysema.
- d) A medical history, physical examination, review of systems, and substance abuse history performed by a licensed physician or licensed and certified nurse practitioner.
- e) A complete gynecological exam for female inmates by a practitioner, including a Papanicolaou smear, screening for Chlamydia and Gonorrhea.
- f) A mammogram; according to American Cancer Society guidelines.
- g) Syphilis serology and HIV/AIDS screening are required for all intakes, ELISA screen for HIV and risk factor. Additional laboratory tests will be performed as directed by the examining physician.
- h) Inmates reentering a facility from alternative housing (out of state or county housing) within the previous ninety (90) days will have these tests regardless of the date of the last screening. Additional laboratory tests will be performed as directed by the examining physician.
- i) A posterior-anterior chest x-ray will be performed to screen for tuberculosis on any new arrival, male or female, inmate testing positive for TB or as directed by the examining physician for those inmates unable to receive the Mantoux skin test. This procedure should only be performed on female intake assessments after evidence of a negative pregnancy test. Additional x-rays will be performed as directed by the examining physician.
- j) The clinical provider will review the chest x-ray, laboratory, and tuberculosis skin test results within seventy-two (72) hours of intake. Individual results are to be noted by the provider and a corresponding progress note entered in to the medical record. Appropriate referral by the provider for further evaluation is required as indicated.
- k) Screening for risk factors associated with Hepatitis C. A serology test is not required at intake.

- l) Medical personnel review of chest x-ray, laboratory, and tuberculosis skin test results within seventy-two hours of intake. Appropriate referrals for follow-up or further evaluation are required urgent or semi-urgent care, as appropriate, is to be provided immediately, and require a referral to the primary care physician for follow-up as indicated.
- m) First dose STAT medications as prescribed by the site providers are to be administered to the inmate before the inmate exits the medical unit. Start same day prescriptions are to be provided within the twenty four (24) hour time period; all others are to begin within forty eight (48) hours of the practitioner's order.
- n) Dental screening and dental hygiene instruction, bite wing x-rays.
- o) Vision and hearing screening.
- p) Offer immunizations; A/B, Pneumovax and other routine immunizations as required and prescribed by practitioner.
- q) Health classification for work and housing with documented limitations or restrictions. Pre-dialysis recognition for appropriate housing assignment is one example.
- r) Other tests and examinations as required and indicated or additionally ordered by a site provider.
- s) Pre-incarceration or pre-ADOC confinement off-site medical records as requested by the provider.
- t) Enrollment in appropriate Chronic Care Clinic and first evaluation with care plan completion by a provider.
- u) Other tests and examinations as required and indicated.

Inmates receive periodic health assessments in the facility by qualified health care professionals. A nurse participating in the assessment process, as regulated by the state Nurse Practice Act, must additionally complete appropriate in-service training, approved or provided by the responsible site physician. The responsible physician documents his or her review of all health assessments.

The ADOC State Medical Director and Vendor Program Medical Director will mutually agree upon required the required elements of the periodic health assessment and the requirement timeframes. At a minimum this will include a yearly PPD skin test, unless clinically contraindicated, in that situation; a yearly TB Screen in accordance with the Alabama Department of Health requirements, and a random CBG.

## **5.5     Transfer and Receiving Screening**

Qualified health care personnel will review, evaluate and document pertinent health information to be forwarded to the receiving facility with the individual inmate medical record (in-state) and all prescribed medications (excluding narcotics) upon notice by ADOC of the intent to transfer. Medical information and medications will be sealed and secured when handing to the transferring officer for transport to the next facility.

Out of state transfer considerations require pre-screening health review and assessment utilizing the ADOC "Out of State Transfer Criteria Screening" form.

Within twenty four (24) hours of inmate arrival to the receiving institution a health encounter for the inmate with qualified health staff will occur. Receiving screening will include, but is not limited to, the following:

- a) Medical staff will prepare a Transfer and Screening Form on each inmate transferring to another location. This form will be given to the Transport Officer and delivered to the health care unit upon reception at the receiving facility and completed by medical staff at the receiving facility.
- b) In the case of transfers from other ADOC facilities to facilities without routine on-site health care, health care personnel, upon their next scheduled visit will complete the initial intake screening.
- c) Review of the inmate's medical record for pertinent treatment planning or clinical follow-up as required; i.e. chronic care clinic, off-site appointments.
- d) The receiving screening and health assessment must be completed within twenty four (24) hours after arrival to the assigned facility.
- e) A complete set of base line vital signs with weight, will be completed.
- f) Observation and documentation of any signs of injury, trauma, open wounds or suspect communicable disease.
- g) Syphilis serology, HIV/AIDS screening, and TB skin test are required for any inmate reentering a facility from alternative housing (out of state or county housing) within the previous ninety (90) days. Inmates will have these tests regardless of the date of the last screening. Additional laboratory tests will be performed as directed by the examining physician.
- h) Access to Care information will be provided verbally and in writing to the inmate by health staff. Inmate will sign acknowledgement of understanding. The original document will be filed in the medical record and a copy provided to the inmate.
- i) Prescribed medications and MAR transferred to unit pharmacy for administration as

directed.

## **5.6     Daily Triage of Complaints**

Triage will be conducted in accordance with ACA and NCCHC standards. Health complaints from inmates residing in a secured facility with daily nursing service, must be reviewed and triaged within twenty four (24) hours of a sick call request being submitted by the inmate. Collection and review of all sick call request slips, will take place seven (7) days a week, to include holidays and weekends. For those facilities without daily nursing service the sick call request slip will be reviewed the next scheduled clinic day. The sick call nurse will evaluate inmates presenting themselves for assessment, in accordance with ADOC approved sick call protocol. Approved nurse evaluation and assessment tools, will be utilized to manage the inmate's complaint and/or refer the inmate to the physician or practitioner as necessary. Immediate referral to a higher level practitioner as necessary, or when the inmate has complained of the same health problem twice previously is required.

All triage activity must be under the supervision of a registered nurse. Emergencies are to be assessed twenty four (24) hours a day seven (7) days a week and appropriate referral and care are to be provided.

All Sick Call Request slips are to be dated, timed and initialed by nursing personnel when reviewed. Inmates are to be provided written instruction advising them of the next step plan of care inclusive of educational information, follow-up instructions or referral to a higher level practitioner. Inmates are not to be provided off-site appointment date information due to security considerations.

All Sick Call Request slips are to be tracked by logging the initial request and each referral step process, through per sick call request completion on an ADOC approved "Sick Call Tracking Log."

The Vendor physician program director and the ADOC state medical director will jointly define the terms emergent, urgent and routine clinical process requirements.

## **5.7     Sick Call**

Sick call will be held in accordance with NCCHC standards. A Registered Nurse must be assigned to oversee the sick call process Monday through Friday. In most cases, a nurse will initially evaluate presenting inmates in accordance with sick call protocol, and will manage the inmate's complaint and/or refer the inmate to the physician. All general prison population inmates requesting a sick call visit must be seen within one workday upon receipt of the request. All inmates assigned to Administrative Segregation, Disciplinary Segregation, Protective Custody, House Arrest, and Death Row must be seen on the day of the request.

- a) Sick call with the on-site physician will be held five days per week.

- b) Sick call screening by the nursing staff will be held seven days per week for inmates in Segregation status.
- c) If an inmate's custody status precludes attendance at sick call, arrangements must be made to provide sick call services at the place of the inmate's confinement.

#### **5.8 Physician Primary Care**

A physician or mid level practitioner (physician assistant or nurse practitioner, under the direction of a physician), herein referred to as a "practitioner", will provide acute and chronic primary care services within the confines of the designated facilities. Vendor will ensure inmates with chronic illnesses receive continuous and appropriate health care services to prevent or reduce complications of chronic illness and promote health maintenance. Any inmate who has a confirmed chronic illness as documented by a practitioner must be enrolled in a Chronic Care Clinic. Practitioners provide both Chronic Care Clinics and Sick Call services concurrently when assigned to a facility. A nurse assigned to the institution will assist the practitioner in the provision of these services.

The facility Medical Director/Physician will be expected to actively participate in the case management of all inmates assigned to their respective facility while they are on inpatient status. Vendor's physicians are expected to respond to the inquiries of the ADOC State Medical Director as requested. Vendor is to notify the ADOC Office of Health Services immediately upon the death of any inmate.

#### **5.9 Specialty Services**

Vendor is responsible for the management and/or referral of medically necessary secondary services, such as specialty consultations / clinics, and all outside diagnostic services and procedures. Vendor is responsible for all inquiries or contractual pre-agreements deemed to be required to support such services. Vendor will be: a) responsible for all contract arrangements being completed prior to the onset of work; b) responsible for the timely payment of all out-patient specialty care services provided per the RFP, whether on-site or off-site; and c) responsible for off-site inpatient services as outlined in sections 5.17-5.18, and approved or modified by the ADOC.

#### **5.10 On-Site Services**

Vendor is responsible for the provision and payment of all specialty and chronic care services provided on-site. On-site specialty services are those provided to inmates whose needs are beyond routine care. These services are delivered through on-site clinics and involve evaluation and/or treatment by a physician with specialized knowledge / experience. Specialty and/or Chronic Care clinics will provide on-site physician specialists as deemed appropriate.

A nurse who assists the examining physician manages chronic Care and Specialty clinics. The nurse is responsible for ensuring that the inmate receives follow-up care, treatment, and/or assessments within the time period ordered by the examining physician. Scheduling eligibility for an on-site clinic requires a referral from the examining physician. Contracted physician specialists predominantly provide on-site clinic services. The use of on-site clinics not only improves continuity of care, but also reduces transportation and security issues and concerns.

At a minimum, the following on-site specialty and chronic care clinics are required:

- |                          |                             |
|--------------------------|-----------------------------|
| 1. Cardiology            | 11. Neurology               |
| 2. Orthopedics           | 12. Seizure Disorder        |
| 3. Ophthalmology         | 13. Oncology                |
| 4. General Surgery       | 14. Diabetes                |
| 5. Dermatology           | 15. Dialysis                |
| 6. Optometry             | 16. Hypertension            |
| 7. Podiatry              | 17. Asthma                  |
| 8. Obstetrics-Gynecology | 18. End stage liver disease |
| 9. Oral Surgery          | 19. HIV/AIDS                |
| 10. Pulmonary            | 20. Hepatitis               |

#### **5.11 Outpatient Surgical Center**

Vendor is responsible for the cost and provision of all required on-site specialty and chronic care clinics and any additional on-site clinics as warranted based upon cost effectiveness and operational factors. It is also necessary that budget resources be allocated cost effectively including security and transportation cost associated with secondary care services. Therefore, the ADOC is in the processes of completing a contractual arrangement for on-site outpatient surgery center with additional specialty clinic space, to be located at the Kilby Correctional Facility (KCF). A pre and post operative infirmary area has been designated and additional nursing staff has been requested to support the pre-op and holding infirmary within the minimum staffing requirements. Coordination and cooperation will be required between ADOC, Vendor, and U.S. Medical Group (USMG).

The modular surgical facility and clinic space at Kilby Correctional Facility provided by USMG shall include necessary equipment, related anesthesia and post operative medication, instrumentation, and supplies. This specialty unit will provide for on-site specialty medical examinations, endoscopies, minor surgeries, elective surgical procedures, and related surgical services as required by the ADOC in accordance with all ADOC and state regulatory requirements. USMG will provide all clinical staff within the modular facility for providing surgical, recovery and clinic care. Vendor will assure all inmates requiring specialty clinical evaluation, endoscope, or ambulatory surgery have such procedures preformed at the KCF medical facility. Exceptions may be made for those inmates considered to be a high risk for any particular routine outpatient procedure, or Vendor can demonstrate comprehensive cost savings above the usual and customary charges of USMG. A schematic of the proposed clinic space has been included in the Appendix, as well as available procedures.



### **5.12 Dialysis**

Vendor is responsible for securing comprehensive Hemodialysis services to include all supplies, equipment, and specialty consults by an Alabama licensed physician board certified in Nephrology. On-site Hemodialysis services are to be provided at the ADOC St. Clair Correctional Facility (SCCF), Limestone Correctional Facility (LCF) (made available to special unit inmates on an as needed basis), and Tutwiler Prison for Women (TPW). The ADOC averages between thirty-four (34) and forty-two (42) male inmates requiring dialysis on a routine basis, and one (1) to two (2) females. Currently there is one (1) chair/unit at TPW and eight (8) chairs/units at SCCF where services are delivered six (6) days per week two (2) shifts per day. It is anticipated that the ADOC will complete a new dialysis unit at SCCF by spring of 2008 that will provide for twenty two (22) dialysis chairs/unit with two (2) of the twenty-two (22) units designated for isolation.

### **5.13 Acute and Chronic Long Term Care**

For those inmates who possess injuries or illness that require a higher level of care than is available within the ADOC facility infirmaries, ADOC utilizes Just Care, Inc. located in Columbia, South Carolina. Identification of inmates who will benefit from this level of care is identified by Vendor's Medical Director and/or the ADOC State Medical Director. A case summary will be submitted to the ADOC Associate Commissioner of Health Services for evaluation and approval for placement to Just Care. Internal transfers of inmates from one ADOC facility to another for medical reasons must have prior approval of the Associate Commissioner of Health Services or her designee.

The ADOC will be financially responsible for the daily inpatient charges for inmates while housed in the Just Care Facility and when hospitalized on an inpatient basis in the State of South Carolina while in the care, custody, and control of Just Care.

Vendor will be financial responsible for all outpatient procedures not billable under the ADOC/SEIB/BCBS contract arrangement as described in Section 5.18. Just Care will obtain prior approval of any non-emergent outpatient procedures from Vendor's designated Utilization Management Coordinator. Vendor will provide concurrent utilization review for inmates while an inpatient in a local community hospital/medical center in South Carolina. Prior approvals are to be obtained when care is deemed not to be of an urgent or emergent nature.

### **5.14 Women's Health and Peri-natal Program**

Female inmates shall receive annual PAP smears (unless more frequent PAP smears are medically indicated) and periodic mammograms as recommended by the American Cancer Society. Inmates with abnormal results will be informed of their test results and receive appropriate and timely follow-up testing and treatment based on recommendations of the American Cancer Society or ACOG. Women prisoners must be provided treatment for osteoporosis, menstrual abnormalities, ovarian and cervical

abnormalities and menopause in accordance with the guidelines of the American College of Obstetricians and Gynecologists. Preventative screening shall be provided.

Pregnant inmates require close obstetrical supervision and peri-natal care. Vendor will provide an onsite peri-natal program that meets the special needs of pregnant female inmates, in accordance with the American College of Obstetricians and Gynecologist.

#### **5.15 Hospice Program**

Vendor will be expected to implement and participate in the ADOC program and guidelines for hospice care. Inmates diagnosed with an end stage illness where curative therapy is no longer indicated will be eligible for hospice care. Hospice care will be implemented and monitored by Vendor's Regional Coordinator for Hospice and the ADOC Hospice Program Coordinator.

Hospice/Palliative care services will be made available to all inmates without regard to color, creed, national origin, religion, gender, sexual orientation, handicap, past personal history, or criminal charge.

Vendor will provide a hospice program that includes:

- a) Medically directed care;
- b) Interdisciplinary plan of care development;
- c) Family involvement;
- d) Treatment of pain and non-pain symptoms;
- e) Patient education and counseling.

#### **5.16 Infirmery**

Vendor will utilize infirmery units to the fullest extent consistent with acceptable medical standards. In operating these units, the following guidelines must be followed:

- a) A practitioner must be on-call twenty-four hours per day.
- b) Supervision of the infirmery will be by a registered nurse on duty twenty-four hours a day. A minimum of one RN on duty per shift per twenty four (24) hours, seven days a week is required for those facilities with infirmery beds.
- c) Nurse Care Plans (ADOC approved Kardex design) will be maintained and updated as required based on current care needs and provider treatment ordered.

- d) A complete nursing admission assessment will be preformed, and documented within the first 8 hours of a patient admission.
- e) All inmates assigned to the infirmary must be within sight or sound of a staff person.
- f) Nursing staff will conduct daily infirmary rounds.
- g) The on-site practitioner will conduct infirmary rounds no less than three times a week.
- h) All infirmary encounters by a health care provider will be documented in the inmate's medical record.
- i) A manual of infirmary nursing care procedures will be made available.
- j) A separate, individual, and complete medical record for each inmate in the infirmary, including an admission work-up and discharge planning will be done.
- k) Upon discharge from the infirmary, a copy of the discharge summary, special needs or chronic care treatment plan, most recent special needs or chronic care clinic forms, and the master problem list will be placed in the inmate's regular institutional medical record.
- k) Medical Vendor will arrange for negative airflow isolation rooms to be professionally inspected, no less than yearly. Documentation will be maintained ensuring appropriate air exchange is being maintained.
- l) Negative airflow isolation rooms utilized to house patients, will be monitored per shift by health staff for appropriate air exchange. Documentation of each shift check will be recorded in the individual inmate health record.
- m) Negative airflow isolation rooms will be routinely monitored to ensure appropriate air exchanges are maintained.

#### **5.17 Off-site Out Patient and Inpatient Services**

Vendor is required to make arrangements for the provision of reasonable and necessary medical care of an inmate that exceeds the resources available within the confines of an ADOC facility. All Out patient and In Patient (herein referred to as "off-site") physical health related services required in the diagnoses and treatment of an illness or injury will be managed and paid for by Vendor.

Off-site clinic services must be provided within the time frame specified by the referring physician and result in a legible report in the inmate's medical record within three (3) days after the appointment. Inmates returning must have a typewritten report that, at a minimum, contains:

- a) Reason for the consultation (Subjective)
- b) Appropriate exam / lab findings (Objective)
- c) Diagnosis (Assessment)
- d) Discharge plan(s)
- e) Follow-up requirements or appointment if necessary

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the off-site consultant and Vendor's primary care physician within twenty-four hours of the consult.

Vendor is required to utilize the ADOC's Blue Cross and Blue Shield contracted hospital network arrangement as administered by the State Employees Insurance Board (SEIB). All claims related to these services, as described below will be processed and reviewed by BCBS and submitted to SEIB for payment. These paid claims will be applied against the pre-paid monthly fee of \$750,000 by Vendor (reference section 5.18) and any excess will be invoiced to Vendor for payment.

1) Blue Cross Claims Processing and Payment Responsibility:

a. Claims Submitted to Blue Cross: All facility claims for inpatient and outpatient services filed on a UB-92 (new form UB-04) should be submitted to, and paid by, Blue Cross. Outpatient hospital services include but are not limited to: surgery, emergency room, diagnostic lab, x-ray, pathology, IV therapy, chemotherapy, radiation therapy, and dialysis. Also, Blue Cross coverage/network provides for physician, CRNP, and PA emergency room services filed with the hospital tax ID number on a HCFA 1500 (new form CMS 1500) when place of treatment is outpatient hospital or other medical/surgical facility (i.e. freestanding ambulatory surgical facility) and have emergency department visit CPT codes 99281 – 99285 or 99289 – 99292.

b. Claims Processed and Submitted Directly to Vendor: All non-emergency room physician services and other non-facility services filed on a HCFA 1500 (new form CMS 1500).

2) Vendor designated ADOC Medical Services Contract Utilization Management and Claims Management personnel will be trained on the Blue Cross Claims system. This provides for the on-line "real time" viewing of Blue Cross payments reducing the risk of duplicate provider payments and providing a means of monthly reconciliation of paid claims.

- 3) Vendor, the ADOC, and SEIB will perform periodic audits to determine any duplicate provider payments.
- 4) Vendor will provide the ADOC and the SEIB with any claims data not processed by Blue Cross for payment on a monthly basis within the required electronic format outlined in the Appendix of this RFP titled, SEIB Reporting Requirements –Thomson Medstat Data Submission Options and Requirements.

#### **5.18 Off-Site Services Responsibilities, Requirements, and Financial Assumptions**

Vendor is responsible for assuring the fulfillment of any and all medical staff privilege requirements for any hospital within the State to provide attending physician services at a particular hospital as needed to render inmate medical care.

The individual financial responsibility of Vendor and the ADOC, for off-site medical service and SEIB/BCBS administrative and access fees, are as follows:

##### **ADOC**

- a) ADOC will pay SEIB and be responsible for all BCBS access fees and SEIB administrative fees as agreed to in the original SEIB/ADOC Intergovernmental agreement dated November 1, 2005.
- b) ADOC will be responsible for inpatient and outpatient service claims eligible within the SEIB- BCBS network agreement for inmates requiring this secondary level of services while housed in Just Care, Inc. located in Columbia, South Carolina.
- c) ADOC will be responsible for inpatient service claims for inmates requiring said services that are on Community Corrections Program status, upon notification of the need of this level of care, authorization, and notification by the ADOC Director of Community Corrections.
- d) ADOC will be responsible for inpatient service claims for inmates requiring said services that are being temporally housed in a County Jail Facility, upon notification of the need of this level of care, verification of the inmate's transcript, and assignment of an ADOC- identification number. This process will be followed in accordance with the Code of Alabama Section 14-3-30.
- e) ADOC will be financially responsible for all charges associated with the inpatient hospital care of an individual inmate (inpatient defined as a stay of twenty-three (23) hours or greater) in excess of one hundred thousand dollars (\$100,000) in the aggregate, per twelve (12) month contract period.

## **Vendor**

- a) By the fifth (5<sup>th</sup>) day of each month, Vendor will pay SEIB a monthly fee of seven hundred and fifty thousand dollars (\$750,000) to be applied against all paid claims associated inpatient and outpatient services provided within the BCBS network and processed by SEIB. Fees for inmate health services that exceed the prior month reimbursement will be reconciled during the succeeding month.
- b) SEIB's monthly claims documentation will be submitted in a format that provides both a cumulative year-to-date (contract year)g report and monthly report. Any reimbursement adjustments, based on such monthly documentation, shall be applied to the subsequent month's invoice in the form of a credit to Vendor or as additional reimbursement to SEIB. Vendor is not expected to pay for claims based on projected expenses or accruals.
- c) SEIB will provide a final reconciliation of all claims incurred and paid within one hundred and twenty (120) days from the end of each annual term. The yearly reconciliation of claims shall take into account all prior monthly reconciliations. Yearly reimbursement adjustments shall be applied to a subsequent month's invoice in the form of a credit to Vendor or as additional reimbursement to SEIB. In the event there is no subsequent month's invoice, adjustments shall be in the form of a payment to Vendor or additional reimbursement to SEIB within thirty (30) days of receipt of the final reconciliation.
- d) Additional fees for services that are not processed or covered by the SEIB/ADOC network contract, to include additional physician fees, are the responsibility of Vendor.
- e) Vendor will be responsible for all Utilization/Case Management and will be supported by BCBS in the admission and discharge process for all ADOC inmates regardless of housing status.
- f) Vendor is financially responsible for all on site and off-site medical care of an inmate who is physically housed in one of the ADOC facilities identified in Section I of this RFP, and who appears on the daily institutional count.
- g) Vendor will be financially responsible for all charges associated with the inpatient hospital care of an individual inmate (inpatient defined as a stay of twenty-three (23) hours or greater) up to one hundred thousand dollars (\$100,000) in the aggregate, per twelve (12) month contract period.

The ADOC reserves the right to deduct from Vendor's monthly service payment any amount due SEIB by Vendor, that are not paid within a timely manner. Vendor is to notify the ADOC Associate Commissioner of Health Services in writing of any and all payment or claims, disputes, between SEIB and Vendor.

### **5.19 Administrative**

In addition to providing on-site, off-site, and personnel services, vendor will provide a professional management program to support medical services within the ADOC.

- a) Vendor will design and recommend any new policies, procedures, and protocols for the health care unit, dental, and medical staff.
- b) Vendor will be responsible for ensuring that its' staff reports any problems and/or unusual incidents to the ADOC-OHS Regional Clinical Manager and Warden of the facility.
- c) A representative of Vendor will meet with the ADOC Associate Commissioner of Health Services or her representatives at least once a month to discuss problems and progress in the fulfillment of contractual requirements.
- d) Vendor will develop a mechanism to provide review of cost containment procedures. Results will be reported to the ADOC at the monthly administrative meetings with the Associate Commissioner and/or representatives.
- e) Vendor will review the health care status of an inmate admitted to an outside hospital on a daily basis to ensure that the duration of the hospitalization is no longer than medically indicated. Vendor will provide each facility Warden with a weekly health status report on all hospitalized inmates from that facility.
- f) The contracted staff must document all health care contacts in the inmate's medical record using the SOAP note format.

Treatment, care, or procedures including, but not limited to, surgery, prosthetics, and dental prosthetics initiated at the facility will be completed prior to clearance of the inmate for transfer to another ADOC facility, with the exception of an emergency, disciplinary, or mental health transfer. If an inmate is transferred prior to completion of pending treatment, the financial burden of the provision of appropriate care rests upon Vendor.

### **5.20 Utilization Review and Case Management**

Vendor will make referral arrangements to a Specialist for treating inmates whose health care problems extend beyond the scope of services provided on-site. Vendor will pay all costs incurred from care by a Specialist and other service providers. All referrals will be coordinated through the ADOC to address transportation and security issues.

The utilization review process for approval of outside consultation or service will be completed within seven (7) working days from the time the physician's referral request was written.

Each facility will have a designated staff member responsible for the coordination and management of the Utilization Review process.

Vendor will develop, establish, and implement procedures to obtain consultation and service for approved emergent and non-emergent referrals.

#### **5.21 Emergency Services**

Vendor will make provisions and be responsible for all costs for twenty-four (24) hour emergency medical and dental care, including, but not limited to, twenty-four (24) hour medical on-call services and ambulance services when necessary. Written policy and procedure will provide for both urgent and emergent conditions to include:

- a) Emergency transport of the inmate from the facility when required.
- b) Use of an emergency medical vehicle.
- c) Use of state-owned vehicles.
- d) Use of one or more designated hospital emergency departments or other appropriate facilities.
- e) Emergency on-call physician and dentist.
- f) Security procedures for immediate medical transfer of an inmate.
- g) All health care and correctional staff on shift will be trained in emergency procedures for obtaining emergency medical care and responding to emergencies.
- h) Sexual assault response, care and intervention according to PREA and SANE requirements.
- i) Qualified health care personnel must be certified in CPR/AED nationally recognized training and re-certified on a yearly basis.
- j) Treatment for visitors and staff consisting of stabilization and referral to personal physician or local hospital is required.
- k) Testing for any communicable disease of inmates, ADOC staff, and/or contracted employees as the result of exposure to an infectious disease including, but not limited to, TB, Hepatitis A/B, STDs, and/or HIV.
- l) Current list of call back personnel, with contact means for disaster response situations.



- m) Current list of off-site community provider services, with contact information to include emergent call numbers.

#### **5.22 Medical Waste Disposal**

Vendor will make provision for the collection, storage, and removal of medical waste containers, in compliance with all applicable Federal and State guidelines, and regulations for disposal of hazardous waste. Bio-hazard training for persons working with medical waste, medical spills or bio-hazards will be conducted and in-service updates and training provided regularly, but no less than yearly.

#### **5.23 Comprehensive Quality Improvement Program**

Vendor will specify guidelines and procedures for a Comprehensive Quality Improvement Program (CQIP). Vendor's corporate medical director will establish a program for assuring that quality care and services are provided to inmates. The CQIP will evaluate the health care provided to inmates at both on-site and off-site facilities for quality, appropriateness, continuity of care, and recommendations for improvement. Reports of the findings will be presented at the bi-monthly ADOC Medical Advisory Committee (MAC) meetings.

- a) Vendor will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of health services.
- b) Information gathered by Vendor will be utilized for the preparation of the following Documents:
  - 1) Monthly reports of services;
  - 2) Reports for administrative meetings with ADOC officials; and
  - 3) Semi-annual and annual reports for the analysis of services provided.
- c) Data collection will be monitored by the on-site physician and supervised by the Health Services Administrator. Monthly reports will be generated and presented for discussion at each Quality Improvement Committee meeting. Any significant variances in the data will be investigated and discussed during these monthly meetings. All Documents pertaining to health care services will be forwarded for evaluation to the Quality Improvement Committee.

#### **5.24 Mortality and Peer Review Process**

##### **Peer Review**

- a) Vendor will minimally provide a physician peer review program as directed by their corporate Medical Director and/or the ADOC State Medical Director. The program will consist of at least four (4) hours of on-site physician time every four (4) months/three (3) times a year to conduct, chart reviews of the facility.

Vendor's Program Physician Director or State Medical Director and the ADOC State Medical Director will provide peer review in the following areas:

- 1) Physician sick call/outpatient encounters;
- 2) Infirmary admissions;
- 3) Inpatient hospitalization;
- 4) Specialty referrals/off-site procedures;
- 5) Prescribing patterns; and
- 6) Ancillary service utilization.

b) Each area must be reviewed at least once a year.

### **Mortality Reviews**

- a) During the Term of this proposed agreement, Vendor shall conduct a mortality/peer review of the death of any inmate during his or her incarceration in an ADOC facility. Unless otherwise required by an existing consent decree pertaining to any Facility, mortality/peer reviews shall be conducted within thirty (30) days after the death of any inmate. The nature, scope, and extent of each such mortality/peer review shall be determined by Vendor and the designated ADOC Medical Director.
- b) The mortality/peer review process is intended to be confidential and privileged from disclosure in litigation. All steps necessary will be taken to protect and maintain the confidentiality of any and all documents created, drafted, or otherwise prepared during the mortality/peer review process, unless required to do otherwise by a court of competent jurisdiction.
- c) Vendor and the ADOC will not be disseminate, circulate, distribute, or otherwise communicate any findings made or conclusions reached during the mortality/peer review process and/or the contents of any documents created, drafted or otherwise prepared during the mortality/peer review process.
- d) The ADOC State Medical Director will act as the "ADOC Representative" who shall participate in the mortality / peer review process with physicians employed by Vendor on the "Alabama Mortality/Peer Review Committee" (the AMPRC). The ADOC representative shall actively participate on the AMPRC shall receive information and documentation generated by the AMPRC and shall provide documentation and/or information necessary to complete any mortality/peer review in a timely manner.

### **5.25 Infection Control Program**

The Vendor will establish a comprehensive Infection Control Program based on Centers for Disease Control, Alabama Department of Public Health regulation, and ACA and NCCHC guidelines.

- a) The program will include the Vendor's infection control processes and activities as related to surveillance, prevention and control of infections, employee training and education, and reporting processes according to state and federal law.
- b) The Vendor will provide a copy of their Infection Control Manual, with supplemental updates, to the ADOC.
- c) At each facility the site Medical Director will designate a specific medical services staff member to assist in establishing, maintaining, and monitoring an Infection Control Program. The use of tracking logs is expected; i.e.; Skin Infections and Wound Care.
- d) The site Medical Director will be the facility chairperson of the Infection Control program and committee.

#### **5.26 Ancillary Services**

Vendor will utilize on-site facility ancillary services to the fullest extent and will be responsible for the provision and payment of all off-site radiology, laboratory, pharmacy, and other ancillary services as required and medically indicated.

#### **5.27 Dental Services**

- a) Dental services will be provided to inmates consistent with local and Federal guidelines and community standards. All inmates are required to receive an initial dental screening, under the supervision of a licensed dentist, within fourteen (14) days of admission into the ADOC.
- b) Vendor is responsible for the provision of all staffing, instrumentation, and supplies, including prosthetics, and maintenance or replacement of equipment. Vendor is required to provide a copy of maintenance or supply agreements to the ADOC for review upon request.
- c) Vendor will ensure that the dentist will be available for treatment of dental emergencies. All dental emergencies will be responded to within twenty-four hours of occurrence. All contracted dentists will be licensed in the State of Alabama.
- d) Vendor will provide dental prosthetics to inmates when determined by the dentist that the health of the inmate would be adversely affected if a dental prosthesis were not provided.
- e) Vendor will provide dental laboratory services to the ADOC.
- f) If a front tooth or a series of front teeth are extracted while the inmate is incarcerated, or a prosthetic that was made before entering the ADOC is broken or lost, through no fault of the inmate, a dental prosthesis will be provided for the inmate at the expense

of Vendor. If the missing tooth is non-visible, the prosthesis does not need to be made, unless there are three or more missing teeth needed for mastication in the judgment of the dentist. Replacement of dental prosthetics that were lost or damaged through the inmate's negligence or abuse is at the discretion of the dentist based on priority of need and may be charged to the inmate.

- g) If the inmate has been edentulous for some time before entering the ADOC, an evaluation should be made on a case by case basis as to whether the inmate should have denture(s) or dental prosthetics for this condition
- h) Vendor will provide annual dental check-ups to inmates from the date of the last treatment or exam given, and more often if clinically indicated. Routine care will be provided within fourteen days of the inmate's request for treatment.
- i) Vendor is responsible for contract arrangements and budgeting for oral surgery services. Inmates are required to have routine as well as urgent/emergent dental services. Treatment based upon assessed needs will include, but not be limited to, the following:
  - 1) Prophylactic, Oral Hygiene (includes annual routine cleaning)
  - 2) Restorative
  - 3) Endodontics
  - 4) Periodontal screening, evaluation, and limited early treatment
  - 5) Routine and simple surgical extractions
  - 6) Prosthetics
  - 7) Patient Education with nutritional/dietary counseling

## **5.28 Laboratory**

- a) Laboratory services must include, but are not limited to, phlebotomy, specimen preparation, test results, expected turn-around times, panic values, and any quality improvement indicators. The ADOC reserves the right of approval for any laboratory subcontractor or laboratory interface change.
- b) All STAT laboratory work will be performed at a local hospital or qualified laboratory nearest the institution. Results will be telephoned immediately to the requesting physician with a written report to follow within a reasonable time.
- c) A physician will check, initial, and date all laboratory results within an appropriate time to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the inmate do not correlate, it will be the responsibility of the physician to reorder the lab test or make a decision concerning the next appropriate diagnostic measure.

- d) The Vendor will ensure that all subcontracted laboratory services meet State licensure requirements. The subcontracted laboratory service will provide Documentation of routine quality control activities as requested.

#### **5.28 Pharmacy Services**

- a) Vendor is accountable for all aspects of Pharmacy Services including, but not limited to, procurement, inventory control, dispensing, and disposal of all pharmaceuticals. The population to be served includes all inmates assigned to the ADOC. All dispensing must be in accordance with Alabama State and Federal laws, and pharmacy regulatory boards. Vendor is responsible for the cost of all prescription and non-prescription medications, with the exception of mental health medications prescribed by the ADOC Mental Health Vendor and the following medications utilized in the treatment of Hepatitis C.

Hepatitis C Medications Vendor shall procure, package, and deliver Hepatitis C medications prescribed to inmates in accordance with the ADOC Directive for treatment of individuals with the Hepatitis C Virus, included as an Appendix for reference. The costs of medications provided for the treatment of the viral Hepatitis C infection will be the responsibility of the ADOC. The following medications shall be considered Hepatitis C medications for purposes of determining ADOC financial responsibility:

- Pegasys, Ribavirin, and “A” Vaccine

The ADOC will pay a dispensing fee inclusive of all processing, dispensing, and courier fees associated with these three (3) medications of no more than \$3.50 per prescription. This list of medications is not to be considered under any circumstance to be a limiting formulary of medications utilized in the treatment of a Hepatitis C infected individual. Vendor will be responsible for the prescribing and administration of the appropriate, proactive, and responsive course of treatment of any ADOC inmate for any disease, illness, or injury.

- b) All medications must be prescribed or countersigned by a licensed physician. Records of administration and medication profiles must be maintained. Reports of medication usage must be reported to the CQIP Committee on a monthly basis. Formulary revisions must be specified and are subject to review and input from the ADOC.
- c) Vendor is responsible for management controls, staffing, and quality assurance of pharmaceutical services.
- d) On-site and off-site pharmacies must be licensed to provide all pharmacy services for medication distribution to the ADOC.

- e) Vendor will provide coverage by a licensed pharmacist twenty-four hours a day and seven (7) days a week for emergency STAT orders.
- f) Vendor will provide, furnish, and supply pharmaceuticals and drugs to the ADOC utilizing a "unit of use" or a standard correctional institution blister card packaging method. Each packaged medication will be individually labeled per card. The label will minimally include the drug name, strength, lot number, expiration date, and manufacturer. If modified unit of use system such as a card or blister pack is utilized, each card or pack will be labeled as a prescription. Prescriptions will minimally be labeled to include the inmate's name and AIS number, drug name, dosage, directions (frequency of administration), and any applicable warnings or dietary instructions, or other information as required by law.
- g) Vendor will package non-controlled, non-abusable medications in no more than a month's supply as ordered by the on-site physician or specialist.
- h) The ADOC State Medical Director will have prior approval of the final established formulary. Restricted exclusions from the formulary must be identified and justified by the Corporate Medical Director.
- i) Vendor will maintain copies of all prescriptions issued to inmates in a permanent file for a period of five (5) years. Copies will be provided to the ADOC upon request.
- j) Vendor will generate computerized reports and provide statistical information by drug and provider, number of prescriptions, and doses dispensed monthly to comply with ADOC monthly statistical reports for Medical Services.
- k) Vendor will maintain appropriate Documentation including, but not limited to, inventory records, controlled drug perpetual inventory, and inmate profiles. All Documentation will be available for review by ADOC designated authorities.
- l) Vendor will provide the ADOC with copies of records within twenty-four (24) hours of the request.
- m) Vendor will provide a pre-printed medication administration record (MAR) to include all information contained on the prescription label and the name of the practitioner who prescribed the medication on a monthly basis, and as otherwise indicated. The initial MAR must be computer generated with only add-on prescriptions during the month being added with a printed label being affixed to the MAR.
- n) Vendor will conduct monthly inspections of all institutional areas where medications are maintained. Inspections will include, but not be limited to, the expiration dates, security, storage, and review of medication records.

- o) Vendor will provide all medications upon a written order or a call-in order from the institution's physician, mid-level practitioner or dentist. The written order may be in the form of an electronic transfer or facsimile with original prescription to follow.
- p) Vendor will establish, subject to the approval of the ADOC, a system of medication ordering, delivery, and verification of the delivery of the original order. Institutional nursing staff will perform administration and distribution of all medication.
- q) Vendor will supply all medications within forty-eight hours of the order submission, Monday through Saturday, excepting holidays. Vendor will deliver all STAT orders within four hours of the call-in order. STAT orders requiring a Sunday and/or holiday delivery will be within a reasonable time frame established by the institution.
- r) Vendor will provide a computer generated packing slip with each delivery of medication from an off-site pharmacy. The packing slip will list doses by inmate name, number, date, medication, number of doses and prescription number, and stop date to be verified by the Pharmacy Inventory Manager at the institution.
- s) Vendor will provide all forms necessary for ordering controlled drug logs and inventories, medication administration records, inmate profiles, prescriptions, and any other forms as needed by the medical personnel.
- t) Vendor will not be responsible for providing any products to the commissaries. Availability of an over-the-counter (OTC) item on the commissary does not preclude Vendor from having to provide any product ordered by a physician.
- u) Contracted staff will comply with all sign-in and sign-out procedures, and rules and regulations of the institution, while making deliveries.
- v) Vendor will provide a facsimile (FAX) machine for legal transmission of hard copy of physician/dentist orders or an equitable courier/delivery system if the pharmacy is local for off-site services.
- w) Vendor will maintain a system for assuring retention of all computer stored data and provide a back up system for delivery of services during "down time". During such times, call-in orders from a registered nurse to a pharmacist are acceptable.

### **Mental Health Medications**

Mental Health Services are currently provided to ADOC inmates under a separate provider agreement that will continue until October 31, 2008, at which time provisions, terms, and conditions may change. The successful medical services vendor resulting from any award associated with this RFP is expected to provide a holistic health services delivery system that works in concert with the ADOC Mental Health Services provider. Collective and multidisciplinary services are to be provided in accordance with all ADOC

Administrative Regulations and Policies associated with the delivery of mental health services.

For the first term of this contract, from November 1, 2007 to October 31, 2008, the medical services vendor must be able to provide the mental health vendor the opportunity to purchase medications utilized in the treatment of mental illness, at the acquisition cost of the medical vendor's pharmacy provider and a dispensing fee per prescription not to exceed three dollar and fifty four cents (\$3.54) per prescription during this time period. The current ADOC mental health provider may choose not to utilize the medical services pharmacy provider with prior approval of the ADOC Associate Commissioner of Health Services.

#### **5.29 Pharmacy and Therapeutics Committee**

A Pharmacy and Therapeutics Committee consisting of at least the State Medical Director, Regional Coordinators, Program Administrators, and Consulting Pharmacist will meet on a quarterly basis. This committee, which will report to the Quality Improvement Committee, will be responsible for recommending additions and deletions to the formulary. The usage of all pharmaceuticals drugs will be closely monitored and prescribing patterns identified. The Committee will also assist with drug utilization audits.

#### **5.30 Radiology**

- a) Radiology services are required to support intake health assessment, sick call, emergency services, and other medical services.
- b) Radiology services are required during the day shift, Monday through Friday. Vendor may utilize professional contract services for on-site radiology film interpretation.
- c) All routine x-rays will be provided on-site by a contracted radiology technician. For procedures beyond the capability of the equipment on-site, the inmate will be referred to an off-site health care facility.
- d) Vendor will provide all fluoroscopy and special studies on-site as capabilities allow.
- e) Vendor will ensure that x-ray films are read by a radiologist, as is medically necessary, but in no event less frequently than Monday, Wednesday, and Friday, or within seventy-two (72) hours of exposure. The radiologist will call the on-site physician with any report requiring immediate intervention. Vendor will ensure that a written report is forwarded to the institution within twenty-four (24) hours of interpretation of the films.



- f) All emergency x-rays required at times other than normal working hours will be performed at a local hospital. A physician will review, initial, and date all x-ray reports within a reasonable time period.

### **5.31 Laboratory**

- a) Laboratory services must include, but are not limited to, phlebotomy, specimen preparation, test results, expected turn-around times, panic values, and any quality improvement indicators. The ADOC reserves the right of approval for any laboratory subcontractor or laboratory interface change.
- b) All STAT laboratory work will be performed at a local hospital or qualified laboratory nearest the institution. Results will be telephoned immediately to the requesting physician with a written report to follow within a reasonable time.
- c) A physician will check, initial, and date all laboratory results within an appropriate time to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the inmate do not correlate, it will be the responsibility of the physician to reorder the lab test or make a decision concerning the next appropriate diagnostic measure.
- d) Vendor will ensure that all subcontracted laboratory services meet State licensure requirements. The subcontracted laboratory service will provide Documentation of routine quality control activities as requested.

### **5.32 Medical Records**

The ADOC is currently in the processes of evaluating an Electronic Health Care Records System to be utilized in the delivery of health services. This process is to occur during the first term of any contract awarded as a result of this RFP. Vendor is expected to provide assistance in strategic planning and implementation of this process as it develops. Vendor will be expected to follow the following guidelines in records management under the current medical records system.

- a) Vendor is responsible for the maintenance, retention, and timely transfer of a complete, standardized, problem oriented medical record for all inmates in accordance with prevailing medical regulations for confidentiality, retention, and access. Medical record forms and checklists utilized at the time of contract award will continue to be required for use by Vendor. Any changes in medical record forms used currently will require the approval of the ADOC. The Medical Record format is organized and maintained in accordance with ADOC policies and procedures. The left side of a medical record should include: (a) a problem list; (b) Chronic Care Clinic; (c) History and Physicals; (d) Psychiatric and Psychological Reports; (e) Other Documents; and (f) Hospital. The right side of the medical record should

include: (a) Progress notes; (b) Medication Administration Records; (c) Consultation Sheets; (d) Laboratory/EKG Reports; (e) X-Ray reports; and (f) Dental Records.

- b) Vendor will ensure that medical records are complete, filed promptly, and contain accurate legible entries. The medical records will meet ADOC Standards and, at a minimum, will contain the following information:
  - 1) The complete Reception screening form;
  - 2) Health appraisal data forms;
  - 3) All findings, diagnoses, treatments, and dispositions;
  - 4) Prescribed medications and their administration;
  - 5) Laboratory, x-ray, and diagnostic studies;
  - 6) Signature and title of each document;
  - 7) Consent and refusal forms;
  - 8) Release of information forms;
  - 9) Place, date, and time of health encounters;
  - 10) Discharge summary of hospitalizations;
  - 11) Health service reports, dental, psychiatric, and other consultations; and
  - 12) Problem list.
- c) Every inmate must have a medical record covering all medical, mental health, aftercare counseling services, and dental procedures. Medical records must be kept up to date at all times. In the event of an inmate being transferred, the medical record will be forwarded to the appropriate ADOC facility. Vendor must have written policy and procedures for maintaining a unified health record system. Such a system will include:
  - 1) Emergency Information Transfer
    - a) Vendor will develop a procedure for the transfer of pertinent medical record information to the supervising emergency physician.
    - b) Vendor will develop a procedure for the transfer of pertinent medical record information to an assigned ADOC facility if sending to a hospital.
  - 2) Records Format

The SOAP recording format will be maintained for the medical record.
  - 3) Security of Inmate Files

Inmate medical files/records are confidential. Only authorized employees of Vendor and the ADOC are allowed access to an inmate's medical record. Access to files will also be in accordance with the rules established by the ADOC. The vendor will strictly adhere to all policies and procedures for safeguarding the confidentiality of such files.

- a) Medical record forms will follow the ADOC format of approved forms.
- b) The Vendor will obtain signed consent forms from an inmate when necessary. The form will be placed in the inmate's medical record.
- c) All medical records are the property of the ADOC. Any disputes of record information retrieval will be referred to the Associate Commissioner of Health Services (ASCH), or in emergency situations to the Warden or designee at that facility.

### **5.33 Medical Supplies and Equipment Support**

- a) Vendor is responsible for all supplies, including but not limited to: pharmaceuticals and medical supplies, health education supplies, dental supplies, x-ray film, forms, office supplies, medical and record supplies, books, periodicals, dentures, glasses, prosthetic devices, and administrative supplies necessary to carry out the program and performance specifications of the RFP. Vendor will purchase all consumable medical supplies and pharmaceuticals and will purchase or lease all items of equipment necessary to perform health care services at the designated institutions. The ADOC will provide what is in place at the beginning of the contract term.
- b) Vendor will be responsible for maintenance, repair, and replacement of all equipment necessary for the delivery of health care services to inmates. The ADOC must approve all equipment purchased by vendor.
- c) Vendor will provide a ten-day supply of prescribed medications to an inmate upon release from the ADOC. The ten (10) day supply excludes narcotics. A physician's prescription is sufficient for Class IV or restrictive pharmaceuticals.

### **5.34 Nutrition Service/Therapeutic Diets**

The ADOC provides medically necessary special diets. However, Vendor is responsible for the assessment of nutritional requirements and management of medically necessary special diet orders. Dietary supplements (i.e. Ensure and Boost) when prescribed by the physician will be the responsibility of Vendor.

### **5.35 Support Services**

- a) Cleaning
  - 1. The ADOC provides support for cleaning, which includes the use of inmate labor and equipment. The Vendor is responsible for consumable medical cleaning supplies, such as disinfectants for instruments and medical equipment.
  - 2. Maintaining cleanliness for all medical areas within the ADOC is mandatory. Vendor will have ultimate responsibility for the assurance of cleanliness with cooperative support from the ADOC.

b) Pest Control

The ADOC provides environmental services for pest control. Vendor is responsible for maintaining sanitary conditions in all medical areas within a facility.

c) Telephone Services

Cost associated with the procurement of Internet access and services, telephone service, telephone maintenance costs, and pager services are the responsibility of Vendor.

**5.36 Medical Equipment**

- a) The Medical Equipment Inventory List of current equipment and the Management Information Systems Inventory List will be provided at the time of contract negotiations to document equipment available and location. Vendor will have an option at that time to walk through all departments to validate current equipment inventory levels.
- b) Maintenance, repair, and/or replacement of medical and dental equipment, including maintenance service contracts, are the responsibility of Vendor. Such equipment includes, but is not limited to, electrical tables, x-ray machines, electrocardiogram equipment, infirmity beds, and equipment utilized in administrative functions, such as photocopiers, typewriters, and computers. If, during the contract term, Vendor demonstrates that unbudgeted repair or replacement of equipment is required due to unusual and unforeseen events or conditions beyond the control of Vendor, and that the total repair or replacement cost will exceed \$7,500, Vendor may request an equitable adjustment of the contract price to compensate Vendor for the portion of the repair/replacement cost that exceeds \$7,500.

**5.37 Management Information System**

- a) Vendor will provide IBM or IBM compatible computer capabilities to the various ADOC facilities, including hardware, software, staffing, data entry, and training to be used for functions including, but not limited to, pharmacy service, appointment scheduling, and health services utilization. This system will also be expanded to include all pharmaceuticals and supply inventory functions. The facilities will be equipped with computers, the appropriate level of printers, and the appropriate software within sixty days of the effective date of the contract. Hardware and software provided under this section must be approved by the ADOC prior to installation. Vendor will adhere to all ADOC administrative regulations and policies related to internet access within a secure facility environment. The vendor will maintain trend analysis charts on key statistical data taken from the monthly reports. The vendor will provide routine monthly reports but will also share any available information from Management Information Systems with ADOC staff upon request.

Should an unusual trend occur the information will be shared with all parties involved. At the termination of the contract the above-mentioned equipment and software will become the property of the ADOC.

- b) Vendor will make cost containment information available to the ADOC as requested.
- c) At a minimum vendor will track all costs related to inpatient hospitalization by:
  - 1) Hospital
  - 2) Diagnosis
  - 3) Admitting
  - 4) Admission date
  - 5) Discharge date
  - 6) DRG Comparison
- d) Vendor will track all costs related to outpatient referrals by:
  - 1) Inmate/Patient
  - 2) Facility
  - 3) Diagnosis
  - 4) Treatment received
  - 5) Referring physician
  - 6) Referral physician
- e) Vendor will track all costs related to primary health care services by:
  - 1) Laboratory services
  - 2) Radiology services
  - 3) Other ancillary services (i.e., physical therapy, eye clinics, oxygen therapy, tank rental)
  - 4) Sick call services
  - 5) Specialty services/Chronic Care
  - 6) Dental care
  - 7) Infirmary care
  - 8) Pharmaceuticals
  - 9) Medical supplies
- f) At the end of the contract all equipment will be surrendered to the ADOC in the same condition in which it was initially provided, except for ordinary wear and tear, and loss or damage by flood, fire, or other perils covered by extended coverage insurance. Any equipment owned by the ADOC that has exceeded its useful life and is considered by vendor to be surplus may only be disposed of by the vendor with the prior written consent of the ADOC.
- g) Any ADOC provided equipment will not be used, loaned, or rented to a third party except with written permission of the ADOC. The vendor will not, without consent of the ADOC, move equipment outside the contracted facilities specified in the RFP.

- h) Vendor will not produce, store, or use ADOC facilities, equipment, or inventories for other company-owned or contract operations, or for other individuals, groups, or organizations without the written consent of the ADOC.
- i) The ADOC reserves the right of approval for single item equipment purchases for amounts greater than \$500.

#### **5.38 Software Support**

Vendor is responsible for providing and maintaining its own software support system.

#### **5.39 Inmate Health Education**

As part of primary health care, health education services are an important and required component of the total health care delivery system. Health education includes inmate education and training in self-care skills. Health education will be provided at least monthly on a variety of topics.

Vendor will develop a health education program for inmates, minimally utilizing posters and pamphlets. Regularly scheduled monthly sessions and workshops will be conducted to disseminate health care related materials and information to inmates.

Selected topics for these sessions may include, but are not limited to:

- 1) Personal hygiene;
- 2) Nutrition;
- 3) Physical fitness;
- 4) Stress management;
- 5) Sexually transmitted diseases;
- 6) Chemical dependency;
- 7) Tuberculosis and other communicable diseases;
- 8) Effects of smoking;
- 9) AIDS (Acquired Immune Deficiency Syndrome);
- 10) Hypertension/Cardiac;
- 11) Epilepsy;
- 12) Diabetes;
- 13) Dermatology; and
- 14) Rehabilitation.

#### **5.40 Special Medical Programs**

The on-site physician will develop, subject to ADOC approval, special medical programs for inmates requiring close medical supervision involving chronic and/or convalescent care. The plan of treatment will include directions for health care staff and correctional

staff regarding their roles in the care and supervision of the inmate. The special medical program will service a broad range of health problems including, but not limited to, seizure disorders, diabetes, hypertension, HIV/AIDS, asthma, cancer, and dialysis.

#### **5.41 Optical Services**

- a) Eye examinations will be performed in accordance with ACA Standards. A qualified Optometrist will examine an inmate with specific complaints.
- b) Vendor will provide eyeglasses. Repair and replacement of eyeglasses needs to be clinically indicated by the Optometrist. Other prosthetics will be provided at the inmate's expense unless clinically mandated by an Ophthalmologist.
- c) Vendor will secure the necessary ancillary site-specific license required by law for the optometrist to provide on-site services.

#### **5.42 Medical Disaster Plan**

Subject to ADOC approval, Vendor will implement procedures within sixty (60) days of assuming the contract for the delivery of medical services in the event of a disaster, such as fire, tornado, epidemic, riot, strike, or mass arrests. These procedures will be implemented by the Health Services Administrator in cooperation with the on-site correctional staff. The Medical Disaster Plan will include the following elements:

- 1) Communications system;
- 2) Recall of key staff;
- 3) Assignment of health care staff;
- 4) Establishment of command post;
- 5) Safety and security of the infirmed inmate and staff areas;
- 6) Use of emergency equipment and supplies;
- 7) Establishment of a triage area;
- 8) Triage procedures; and
- 9) Medical records - identification of injured.

#### **5.43 ADOC Services to Inmates of Community Work and Work Release Centers**

Vendor will provide reasonable and necessary health care to individuals in the custody of the ADOC who are assigned to Work Release and Minimum Camp Centers (the "WRCs") within the State of Alabama. The WRCs included within this provision shall include, but is not limited to the following sites: Alexander City Work Release Center, Atmore Work Release Center, Birmingham Work Release Center, Camden Work Release Center, Childersburg WR/Boot Camp, Decatur Work Release Center, Elba Work Release Center, Farquhar Cattle Ranch, Frank Lee Youth Center, Hamilton Work Release Center, J.O. Davis Correctional Facility, Loxley Work Release/Community Work Center, Mobile Work Release Center, Montgomery Work Release Center, and Red Eagle Honor Farm.

Medical services to be rendered by Vendor at the WRCs shall be sufficiently tailored to meet the needs of inmates at the WRCs who do not require the scope or degree of medical services available at the ADOC secured facilities. Relative to the limited space for medical staff at the WRCs, and the reduced medical and mental health acuity of inmates transferred to the WRCs, the following healthcare services shall be available on site at each WRC on a regularly scheduled weekly basis:

- a.) Nursing sick call, physician or midlevel provider (i.e. Nurse Practitioner or Physician's Assistant) sick call.
- b.) Documentation, distribution, and management of the Keep on Person ("KOP") medication program.
- c.) Distribution and management of medical supplies and proper containment and disposal of sharps/medical bio-hazardous waste.
- d.) Transfer screening and/or evaluation for medical and mental health needs.
- e.) Identification and management of the treatment of inmates with chronic care needs to include the screening, evaluation, education, referral for dental services, referrals and scheduling of routine physicals.
- f.) Off-site specialty diagnostics and on-site emergency services for inmates and correctional staff during the presence of medical staff at the WRC.
- g.) Any additional on-site medical services required by an inmate at any WRC which is not included in the WRC scope of medical services described above shall be provided at a secured facility.

Medical staff will conduct an intra-system transfer screening prior to the inmates new placement and then again within five (5) working days upon the inmates arrival to the receiving WRC. The intra-system transfer form shall be completed through a medical record chart review by medical staff. Staff will be responsible for identifying inmates who may be in need of medical care beyond the scope of services at the WRC and shall notify the ADOC Office of Health Services to recommend transfers of such inmates to accommodate their medical needs in a timely manner. Notification shall occur by submission of the intra-system transfer form together with a written request to the ADOC Office of Health Services. The final recommendation regarding the transfer of any inmate shall rest within the reasonable discretion of the ADOC Associate Commissioner of Health Services.

ADOC Office of Health Services is to be notified immediately of any inmate with a chronic care condition that cannot be readily managed and/or is uncooperative in the management of their chronic care conditions and may not suitable for placement in a WRC setting.



#### **5.44 ADOC Training**

- a) Vendor will provide training at each of the basic and annual training classes conducted by ADOC at the facility sites for correctional officers and other ADOC staff as requested. Topic areas include, but are not limited to, recognition and handling of medical complaints, communicable diseases, universal precautions, and completing screening procedures and any other training needs as deemed appropriate.
- b) ADOC training is ongoing at the institutional level. Vendor will present health related issues in a one-hour block of time on a weekly basis.
- c) If corrections officers are involved in reporting health care needs/requests, Vendor's staff will train them in proper procedures.

End of Section V

## **SECTION VI**

### **CONTRACT MONITORING AND STAFFING REQUIREMENTS**

#### **6.1 Contract Monitor**

To evaluate and assess that all standards are being met and that Vendor is in full compliance with the contract, the ADOC Office of Health Services (OHS), under the Direction of the Associate Commissioner of Health Services (ACHS), will implement a contract monitoring program as part of internal Continuous Quality Improvement (CQI).

Upon request of the Associate Commissioner of Health Services or her designee, Vendor is to provide access to all clinical files and all corporate files to include, but not limited to, payroll records, licensure certification records, training, orientation and staffing schedules, logs, MAC, PTT and CQI meeting minutes, physician billing, hospital or other outside service invoices, or any other contract entered into by Vendor for the purposes of carrying out the requirements of the contract. This method of review and reporting must be ongoing, comprehensive, and expeditious.

The following ADOC-OHS staff including the ADOC's General Counsel will be given immediate access to Vendor documentation that is pertinent to their respective areas of responsibility, or that has been requested by the ACHS or General Counsel:

- Associate Commissioner of Health Services
- ADOC State Medical Director
- ADOC General Counsel
- Medical Systems Administrator
- Regional Clinical Managers
- Director of Treatment
- OHS Finance Manager

Failure to respond to the request of any of the above mentioned ADOC personnel within a reasonable time frame, based on an evaluation by the ACHS and/or General Counsel of the accessibility of the information requested, and the subsequent negative impact to the ADOC of any such delay, may result in a \$3,000.00 fine per occurrence. Examples of frequent requests that may be associated with fines for non-response may include, but are not limited to, morbidity and mortality/death summary reviews, general population immunization history records, pharmacy inventory, results of inmate medical consultations, payroll records, and institutional staffing sign in sheets. Vendor will have five calendar days from notification of failure to respond and comply prior to a fine being assessed by the ACHS and/or General Counsel. The ADOC reserves the right to impose a \$3,000.00 fine per day for non-response if Vendor does not provide requested information after the stated five (5) day cure period.

The contract monitoring will include, but is not limited to, the following tasks:

- a) Review of service levels, quality of care, and administrative practices as specified in the contract;
- b) Meet on a regular basis with representatives of Vendor to address contract issues;
- c) Assist in the development of future change requests as needed;
- d) Review of Vendor documentation to ensure compliance with contractual obligations;
- e) Review of contract personnel work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels and contractual obligations;
- f) Review of files, records, and reports pertinent to the provision of inmate health care;
- g) Review of medical billings to determine appropriateness to contract specifications and cost effectiveness to the ADOC;
- h) Review the collection of third party reimbursement of certain expenses; and
- i) Conduct site visitations, interviews, and inspections as required to provide a health services program.

To ensure that the quality and timely delivery of services are in compliance with NCCHC standards and other organizational standards in the provision of health care, contract monitoring will occur at times with and without the participation of Vendor.

All monitoring reports will be reviewed by the ACHS. ADOC-OHS monitoring staff roles and responsibilities include the provision of constructive processes that enable Vendor to perform and deliver health services at their optimum level. The ADOC is seeking a vendor that can work in a collaborative and constructive manner with OHS staff to encourage positive provider and patient experiences, and lend to a cost effective program. ADOC-OHS staff's daily roll in the delivery of medical services is one of providing resources, assistance, and monitoring contract compliance. OHS personnel are not responsible for the day to day operational management of the medical services program.

#### Laube v. Allen

In June of 2004, the ADOC settled a class action suit referenced as Laube v. Allen (herein referred to as Laube) that mandates the availability of specific medical services and treatments for all women who are now, or will in the future be, incarcerated in an Alabama Department of Corrections' facility. Therefore, this agreement applies to both Tutwiler Prison for Women and Birmingham Work Release for Women. A copy of this settlement agreement has been included in the Appendix for review and reference. This

agreement provides for two (2) independent outside physician court monitors to oversee the compliance of the terms of the agreement, and submit a formal report to the courts. In addition to the federal appointed court monitors, the ADOC provides a monitoring system or CQI program that measures the performance of Vendor against the required treatment specifications of the settlement agreement. This monitoring process is achieved through a means of pre-established and court approved performance measurement standards that are evaluated through chart reviews, inmate and staff interviews, and other facility documentation. A complete set of these tools has been included in the Appendix for reference and review. The minimum acceptable threshold of compliance with each performance monitoring standard is an overall compliance rating of 85%. Vendor's staff are required to participate in the quarterly ADOC-OHS review process in an effort to work collectively in achieving on-going compliance and joint action plans to address deficiencies.

## **6.2 Payment Adjustment for Non-Performance**

ADOC contract monitoring staff will monitor Vendor's service delivery at the individual ADOC facilities to determine if Vendor has achieved at least 85% compliance with the Standards for Health Services in Prisons as published and routinely revised by NCCHC. The required level of performance, as set forth in the Laube Monitoring Performance, will be applicable to any ADOC facility that houses woman. Such monitoring may include, but is not limited to, both announced and unannounced Facility visits. Vendor is required to comply with NCCHC standards of performance, but is not required to achieve actual accreditation or certification from NCCHC.

The monitoring staff will provide an oral exit report at the conclusion of its Facility monitoring visit and submit a written monitoring report to Vendor within thirty (30) days of the visit. The contract monitoring report shall include the completed Contract Monitoring Tool and shall identify each Monitoring Tool Performance Measure in which Vendor was deemed non-compliant and the reason(s) therefore. Non-compliance issues identified by ADOC monitoring staff will be identified in sufficient detail to provide Vendor with the opportunity for correction.

Reports from the Laube court monitor, reviewing compliance with a pending consent decree, may constitute notice to Vendor of non-compliance to the extent the report cites violations of a monitoring tool performance measure and follows monitoring tool procedure and protocols. Laube performance monitoring tools have been included in the Appendix.

Within fifteen (15) working days of receipt of the ADOC's monitoring report (or court monitor's report, if applicable), Vendor shall provide a formal Corrective Action Plan (CAP) response to all noted deficiencies which it does not dispute, that shall include responsible individuals and required time frames for achieving compliance. ADOC-OHS monitoring staff may conduct follow-up monitoring reviews (including Facility visits) at any time to determine compliance based upon the submitted CAP.

In the event Vendor disputes any of the noted deficiencies in the ADOC's monitoring report, Vendor shall be required to inform the ADOC of such dispute within fifteen working (15) days of receipt of the ADOC's monitoring report. Vendor shall describe the basis for the dispute and provide any necessary back-up documentation to support its position regarding the dispute. The parties shall work together in good faith to resolve the dispute.

Any failure by Vendor to correct deficiencies identified in the monitoring report within fifteen working (15) days of the submission of the CAP may result in application of non-performance penalties as specified in the paragraph below. Repeated instances of failure to meet contract compliance or to correct deficiencies may result in imposition of penalties as specified in the paragraph below or a determination of Breach of Contract.

On a quarterly basis, the ADOC may impose non-performance penalties in the amount of \$3,000.00 per violation, for any applicable monitoring tool performance measure that demonstrates less than 85% compliance.

### **6.3     Staffing**

Vendor must provide adequate and sufficient health care personnel required to perform the various services. Staffing must include physicians, dentists, nurses, pharmacists, administrative and clerical staff, and other personnel required to comply with the provisions of the RFP. Minimum staffing levels at both the facility and regional management levels are outlined as an Appendix to this RFP.

Included in this outline are two groups of staffing identified as "Traveling or Roving Teams" of medical professionals that rotate services on a daily basis to assist in the delivery of services to the ADOC Work Releases (WR) and Community Work Camps (CWC). Due to the space limitations of a number of these camps, the ADOC has purchased medical equipment that is assigned to these teams to assist them in performing their jobs. Transportation to and from these sites is not provided by the ADOC. Vendor is to include a means of transportation (vehicle) or reimbursement to the team employees for transportation to complete the required weekly circuit of visits. The ADOC does not assume any liability for the safety of any Vendor employee when traveling from one facility to another, in the fulfillment of any contract service requirements.

### **6.4     Personnel - Current Contract Staff**

The ADOC is cognizant of the shortage of professional medical personnel and health care support staff on a local and national level. Subsequently, the ADOC recognizes the importance of the retention of qualified staff at all levels who are experienced in the delivery of correctional health care. Therefore, vendors are strongly encouraged to provide the appropriate and current salary ranges of both licensed and support personnel in their bid. The ADOC has included in the Appendix an outline of current salary range assumptions based on historical data and current local market trends for all positions requested in this contract. Vendor is not required to bid these salary ranges, but is

encouraged to budget appropriate salaries to reduce staffing turnover. The following requirements, however will be mandatory:

- a) Vendor will interview each current facility contract medical staff member to determine continued employment status.
- b) Vendor will waive eligible time frames for health and retirement programs for all continued medical contract staff.

#### **6.5 Staffing Paybacks for Unfilled Hours of Service**

Vendor will provide medical, technical, and support personnel as necessary for the rendering of the health care services required to provide the services contemplated under any subsequent agreement as a result of this RFP. Minimum staffing levels for each of the respective ADOC facilities outlined in Section 1.19 of this RFP, as well as local/regional program management, has been included in the Appendix.

On a monthly basis, for each of the positions subject to payback penalties, Vendor will provide the ADOC with an itemized list of hours worked at each ADOC facility by position for each of the positions identified in the minimum staffing plan. Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per facility is to be provided. The listing of hours filled will be reported utilizing the ADOC institutional staffing worksheet provided in the Appendix for review and reference. Payroll information and the ADOC staffing worksheet will be the authorized documents for which staffing penalties will be determined. Vendor will provide a monthly report, in the form of the approved workbook outlining the fulfilled staffing hours of the individual institutions and WRC, to the ADOC Associate Commissioner of Health Services. Unfilled hours shall not include:

- approved vacation leaves of absence
- approved holiday leaves of absence
- up to five (5) days of approved medical leave
- hours down filled by a higher level practitioner (e.g., nurse practitioner hours worked by a physician)

Paybacks for unfilled hours of service will apply to the following position classification at both the regional and facility level:

- 1.) Program Director
- 2.) Physician Director
- 3.) UM - RN Case Manager
- 4.) Regional Coordinator
- 5.) Program Administrator
- 6.) Facility Medical Director
- 7.) Staff Physician
- 8.) Nurse Practitioner

- 9.) Dentist
- 10.) Dental Hygienist
- 11.) Health Services Administrator
- 12.) Director of Nursing
- 13.) Registered Nurse

In the event that less than 95% of the required staffing hours of the designated position classifications identified are filled in a given month for any position subject to a payback assessment at any Facility, Vendor shall credit the ADOC for such unfilled hours to the extent that such hours, per position/per Facility, fall below the 95% threshold. For example, if there are 2 FTE nurse practitioners (NPs) identified for a particular facility, then the calculation of the 95% threshold for the NP position at the facility will be based on the number of hours equal to 2 FTEs for that month and the total number of fulfilled NP hours. Credit shall be at a rate equal to the average hourly wage plus 18% for benefits ( $\text{\$hourly rate} \times 1.18 = \text{payback \$}$ ) for the hours.

Failure of Vendor to continuously provide staffing as required by contract may, at the convenience of the ADOC, result in termination of the contract.

#### **6.6 Personnel - Hired by Vendor**

- a) Vendor will employ the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the programs defined herein, subject to the approval of such staff by the ACHS or her designee.
- b) The ADOC may disapprove of any applicant recommended by Vendor. In such cases Vendor will not be held responsible for paybacks of unfilled hours of services for that position, until an approved candidate is presented and retained by Vendor.
- c) Due to the sensitive nature of the prison environment, Vendor agrees that in the event the ADOC is dissatisfied with any of the personnel provided under the contract, the ADOC can deny access into the facility. The ADOC will give written notice to Vendor of such fact. Vendor will remove the individual in question from the programs herein and cover with other appropriate personnel until an approved replacement is found.
- d) Vendor will engage only licensed and qualified personnel to provide professional coverage.
- e) All contracted personnel are required to submit to a background investigation conducted by ADOC.
- f) All contracted personnel will comply with applicable state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the ADOC and Vendor, including any amendments thereto.

- g) All contract staff will maintain any insurance required by law or regulation.
- h) All full-time contracted medical personnel are required to complete sixteen (16) hours of orientation to the ADOC at training sites designated by the respective facilities. Part-time and temporary staffs are required to complete eight (8) hours of orientation. In addition to basic training, all full-time contracted medical staff must complete sixteen (16) hours of annual training with eight (8) hours related to professional responsibilities. Training hours must be documented.
- i) All contract staff must receive an annual TB test or annual follow-up if positive. Vendor must have written policy and procedure providing an Occupational Exposure Control Plan as required by OSHA Standard 29 CAR Part 1910.1030 Occupational Exposure to Blood borne Pathogens.

#### **6.7     Security Clearance**

Vendor and its personnel will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various institutions. Violations of regulations will result in the employee being denied access to the institution. In such an event, Vendor will provide alternative personnel to supply services described herein, subject to ADOC approval.

#### **6.8     Orientation of New Employees**

- a) Vendor will be responsible for ensuring that all health care personnel, including new personnel, are provided with orientation regarding medical practices on site at ADOC facilities.
- b) The vendor will ensure that all full-time health care staff (except physicians and dentists) receives sixteen hours of pre-service training within the first sixty (60) days of employment.
- c) Vendor will establish a medical library on-site for use by the health care staff. The library will minimally include a current medical dictionary, Physician's Desk Reference, pharmacology reference, NCCHC Standards Manual, other books and periodicals recommended by the Quality Improvement Committee. At the termination of the contract, this library will become the property of the ADOC.
- d) Vendor will provide a written position description for each member of the health care staff that clearly delineates assigned responsibilities. Vendor will monitor performance of health care staff to ensure adequate performance in accordance with these position descriptions.



## **6.9 Position Description**

Vendor will provide the position description for all key personnel at least ten calendar days before initiation of the contract. Key personnel positions are defined as:

- Program Director
- Physician Director
- UM - RN Case Manager
- Regional Coordinator
- Program Administrator
- Facility Medical Director
- Nurse Practitioner
- Dentist
- Dental Hygienist
- Health Services Administrator
- Director of Nursing

Any initial, subsequent, or revised position descriptions utilized by Vendor requires the approval of the ADOC.

## **6.10 Personnel Manual**

Vendor must provide a copy of its Personnel Manual, which also demonstrates its' human resource management program. A description of Vendor's health insurance program/benefits including eligibility for all levels of professional staff, must be included with its' proposal.

## **6.10 Personnel Issues and Specifications**

- a) Vendor will not bind any of its employees, or those under contract with Vendor, to any agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent vendors, in or from accepting employment with any subsequent medical care provider in the State of Alabama.
- b) Vendor is required to provide coverage for all physician positions in the event of unplanned absence, leave, or in the event of resignation or termination of a physician.
- c) The ADOC reserves the right to approve for hiring or remove any contracted personnel. No payment will be made to Vendor for services of any personnel removed by the ADOC. No personnel so removed may be returned to duty without the prior approval of the ADOC.
- d) Corporate functions and tasks of Vendor will not be performed at the expense of the ADOC by using mandated positions or budgeted positions to satisfy ADOC program responsibilities. Vendor will provide for necessary corporate responsibilities such as submission of payroll Documents and timekeeping, corporate personnel functions,

and any accounts payable tasks performed through sources outside of direct service hours in the staffing plan, which is accepted as a part of the contract. Payments for Vendor corporate functions are included in the administrative overhead of Vendor.

- e) Vendor is responsible for credentialing and certification of its staff. Vendor will utilize the standards of the Joint Commission on Accreditation of Healthcare Organizations and Accreditation Manual for Hospitals for Medical Professional Staff appointments. Credentials are confirmed annually and a record of the credentialing activity will be maintained as part of the employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments, and other professional experience is confirmed or reconfirmed.
- f) Non-Medical Professional Staff: Vendor will establish a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics, and other qualifications. Licenses or certifications are subject to a periodic appraisal for validity.
- g) Vendor is required to keep personnel files on all contracted employees. These records will be made available to the ADOC as appropriate. Professional files will include, but not be limited to, copies of current professional licenses, privileges and/or proof of professional certification, evaluations, and salary / payroll records.
- h) Vendor is responsible for warranting that all persons assigned and performing the work requirements of the RFP are employees of Vendor or authorized subcontractors, and hold all required licenses to perform the work required herein. In addition, Vendor is required to be fully qualified to perform the work requirements of the RFP. Vendor will include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder. Any personnel commitments required by the RFP will not be changed unless approved by the ADOC in writing. Staffing will include any individuals named in Vendor's bid at the level of effort proposed, except in cases whereby the ADOC has approved a change.
- i) Vendor will verbally notify the ADOC of any actual or impending administrator or medical director vacancy by the close of the next calendar day after Vendor receives written notice of the vacancy. Within five (5) calendar days of the verbal notification, Vendor will also notify the ADOC in writing regarding the impending or anticipated vacancy.
- j) Vendor will not use any inmates in positions related to the delivery of any Services for any reasons whatsoever. The ADOC restricts the use of inmates to housekeeping and maintenance functions only.

#### **6.11 Salary Determination**

As a part of the Price Proposal Documentation, Vendor is required to submit a completed salary hiring range form. This form will depict by position and category the salary ranges including shift differentials, proposed for entry-level, mid-range (average), and max-hire and express fringe benefits as a percent of salary.

End Section VI

## SECTION VII

### COMPENSATION AND ADJUSTMENTS

#### 7.1 Pricing and Intent to Award

To be considered compliant, Vendor must submit an offer for comprehensive medical services based on the specifications and requirements contained within ADOC RFP No. 07-05-22. Vendor pricing must be submitted on the Price Sheet included as Appendix A-2. Original pricing sheets must include a completed Appendix Form A-1 containing a notarized signature by an individual who is an authorized officer or agent of the company, and can legally bind the company to a contract. Successful Vendor will be evaluated on its response to the specifications set forth in this RFP and the original proposed price. The intent to award any contract as a result of this RFP will be based in part upon the price submitted with Vendor's response.

#### 7.2 Payment

##### Monthly Payments

A payment of one twelfth (1/12) of the total annual contract amount will be made each month of the contract period. A payment of one twenty fourth (1/24) of the total annual contract amount will be made for the final month, with the balance to be paid no later than thirty (30) days after the end of the final month, subject to a reconciliation of any adjustments, as required by the contract or as defined in the RFP, which have not been finalized over the previous eleven (11) months of the contract period, and any adjustments required as a result of operations in the final month of the contract period.

##### Population Adjustments

Should the ADOC average monthly population (AMP) increase to a level greater than 24,600 within the confines of the designated facilities for which services are to be delivered, the ADOC shall add Vendor's individual inmate monthly rate as proposed on the Appendix A-2 Pricing Sheet to the base compensation for each inmate in excess of 24,600. Should the AMP decrease to a level less than 23,600, the ADOC shall deduct the individual inmate monthly rate from Vendor's base compensation.

##### Adjustments for Unfilled Positions

Debit or credit adjustments for all ADOC approved positions will utilize the hourly salary and fringe rate of 18% per position. The actual hours provided under the contract during the quarter will be determined by using the regular hours, as reported by the time clock system at the various ADOC sites. If the time clock is not operational, hours rendered will be based upon a written log of time in and time out. All time will be rounded to the nearest 1/4 hour. Payback adjustments will apply as outlined in Section 6.5 of the RFP.

nearest 1/4 hour. Payback adjustments will apply as outlined in Section 6.5 of the RFP. Debit or credit adjustments will not be made for any time in excess of the regular hours required by the contract.

Vendor's report can also be used as an acceptable means of substantiating hours of service. The ADOC sign-in/sign-out sheets will be utilized as a back up to Vendor's time system. A contracted medical position is not considered unfilled if the contracted employee is on vacation, holiday, sick, FMLA leave, or attending an ADOC or Vendor sponsored training.

Falsification or misrepresentation of actual hours of services provided by any position required by contract to the ADOC will be considered a form of corporate fraud, punishable by federal and state laws. Substantiated evidence of deliberate intent to defraud the State will be cause for immediate termination and result in the forfeiture of Vendor's performance bond.

#### Retrospective Adjustments for Performance Level

Quarterly adjustments will be made for deficiencies in performance, utilizing the defined liquidated damage amount or performance deficiency adjustment, for failure to maintain a required program level, which will include unfilled positions, and/or unsatisfactory service (or other specified requirements) under the terms of the awarded contract. No liquidated damage or performance deficiency adjustments will be made until written notice has been given to the Vendor. The procedures for implementing performance level adjustments for unsatisfactory Services will not be initiated until determined by the ADOC determines that certain Services do not meet the minimum level as specified in the contract. Adjustments will apply as described in Section 6 of the RFP.

#### Other Performance Level or Compensation Terms

- a) Liquidated damages, performance deficiency adjustments, material increases to staffing, or other communication regarding material components of the contract including cancellation of the contract, will be communicated only by formal written notice. All notices or other communications required or permitted under this agreement will be in writing and will be deemed to have been duly given if delivered or sent in accordance with the terms specified in the awarded contract.
- b) Liquidated damages, performance deficiency adjustments, adjustments to compensation, and/or the provisions for adjustments will not limit the rights and remedies of the ADOC for any breach or default of Vendor under the contract.

End of Section VII

## **SECTION VIII**

### **OTHER SERVICES AND PROVISIONS**

#### **8.1 Records and Reports**

Vendor will maintain and provide a monthly report to the ADOC- OHS detailing the number of medical and dental services including, but not limited to, the following:

- a) The number of inmates receiving health services by category of care;
- b) Operative procedures;
- c) Referral to specialists;
- d) Infectious disease;
- e) Off-site hospital admissions;
- f) Emergency services provided to inmates; and
- g) Any deaths.

#### **8.2 Public Information**

Vendor will not publish any findings based on data obtained from the operation of the contract without the prior written consent of the ADOC, whose written consent will not be unreasonably withheld. The ADOC may release without consent of Vendor any documents or data subject to release pursuant to the State of Alabama Open Records Law, requests by the State Legislature, or any other allied state agency.

#### **8.3 Research**

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of inmate activities, will be conducted without the prior written consent from the Commissioner's Office of the ADOC. Vendor and the ADOC must agree upon the conditions under which the research will be conducted. Research will be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project will be obtained prior to the inmate's participation.

#### **8.4 Office Space, Equipment, and Inventory Supplies**

The ADOC will provide Vendor with office space, facilities as designated by the ADOC, and utilities, except for long distance telephone services (which will be by credit or billed for services from the facility), to enable Vendor to perform its obligations and duties.

The provision of telephones, voice mail, and/or dedicated communication lines will be limited to existing services. Additional services will be at the expense of Vendor.

Vendor will use and maintain the equipment and supplies in place at the designated facilities at the commencement of the contract in the performance of its responsibilities under the contract and will return all such equipment and any new and/or purchased equipment, in good state of repair and working order, and any remaining supplies to the ADOC upon termination of the contract. Thirty (30) days prior to the termination of the contract, representatives from the ADOC, current Vendor, and the successful Vendor will tour the designated institutions to determine the condition of said equipment.

Current Vendor will convey, transfer, assign, or otherwise make available to Successful Vendor any and all service contracts and/or warranties that are in force and effect at any time during the term of the contract with respect to equipment used in the medical units of the designated facilities.

#### **8.5 Miscellaneous Provisions**

- a) Vendor will provide emergency medical treatment to injured ADOC employees, contract employees, volunteers, or visitors who are injured or become ill at the site. Follow-up care will be the responsibility of the person receiving the emergency treatment.
- b) Vendor will provide initial physical examination for security personnel employed by the ADOC, together with any other examinations currently required by the Alabama Department of Health.
- c) Vendor will perform such non-life threatening procedures as treating colds and flu, and hernia repair for inmates in need of such services.
- d) Vendor will provide educational instruction to female inmates in basic medical examination procedures, such as breast self-examinations.
- e) Vendor will cooperate with the ADOC in answering surveys and questionnaires from allied agencies.
- f) Vendor will conduct medication non-compliance and medical appointment no-show counseling sessions on a weekly basis at all ADOC facilities.
- g) Vendor will provide inmate antibody testing for HIV/HBV/HCV, as requested by the ADOC, following an occupational exposure between a ADOC employee and an inmate. The results of the testing will be sent to the employee's attending physician.
- h) Vendor will follow ADOC treatment protocol for Hepatitis C as provided in the Appendix.

- i) Vendor, upon request, will provide ADOC personnel with need-to-know information concerning the health status of prospective inmates working in food service areas and will conduct health clearance examination for food service inmate personnel. An approved form will be used to designate the status of the inmate.
- j) ADOC Administrative Regulation 601 allows for the establishment of a co-pay program. Currently, the ADOC charges an inmate a \$3.00 fee for each primary visit initiated by the inmate to a facility sick call. Vendor will be responsible for entering the chargeable visits in accordance with ADOC guidelines. The Health Care Administrator must turn in the inmate co-pay list to the ADOC Business Manager at the respective site each Friday, on a weekly basis.
- k) Should the Alabama Department of Corrections house inmates from other states or federal agencies within Alabama facilities, vendor will be responsible for providing all necessary medical and dental services to these inmates. Other than in cases of emergency, Vendor will contact the sending State or agency in writing for advance authority before incurring medical and/or dental expenses, which the sending State is responsible. In an emergency, Vendor will render the necessary treatment without prior authority, but in every such case Vendor will notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment provided, and the estimated cost thereof.
- l) From time-to-time, the Parole Board finds it necessary to return a parolee to an ADOC facility for intensive supervision. These Pre-Revocation parolees will be provided necessary medical services as soon as they are added to a facility count while on Pre- Revocation status.
- m) Vendor is responsible for all associated charges related to medical services for both work release and community work camp inmates.
- n) Work Release inmates that choose to secure their health services from a community provider do so at their own cost. Vendor is not financially responsible for the fulfillment of any medical treatment for any inmate that has not been ordered or approved by the authorized practitioner of Vendor.
- o) Vendor will provide independent vendors and subcontractors with a utilization management protocol as a component of Vendor agreement with the provider or hospital. This protocol will delineate utilization review and non-payment criteria. Any non-payment, in whole or in part, to a provider, service, or hospital will be explained in writing with a copy to the ADOC. The ADOC may review disputed charges. Final resolution of payments rests with the ADOC. The vendor will reimburse all sub-vendors within sixty days of the date of billing or face potential assessment by the ADOC.
- p) The performance or cost of abortions for other than therapeutic medical reasons is not the responsibility of Vendor.



- q) The on-site physician will plan, implement, direct, and control all clinical aspects of health care at the assigned facility.
- r) Vendor will provide designated physicians with a cell phone and/or pager as well as daily individual computer access with an internet provider, to insure current available medical assessment and treatment information; and so they may be contacted while off-site.
- s) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contracts of professional staff and subcontracted vendors, including, but not limited to, laboratory, EKG, pharmacy, dental laboratory, and hospital.
- t) Vendor will conduct meetings as required with representatives from service hospitals and other providers to coordinate the referral of inmates. Policies and Procedures will be developed regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization, and inmate follow-up, subject to approval by the ADOC. Vendor will inform the ADOC Commissioner's Office of such meetings.
- u) Vendor will provide the ADOC with copies of all its contract agreements including, but not limited to, hospitals, physicians, and dentists, within thirty days of initiation of services to the ADOC. Vendor will be responsible for all dealings with its subcontractor and will answer all questions posed by the ADOC regarding the subcontractor or their work.
- v) Contracted medical employees or independent vendors may be mandated or required to work overtime to meet ADOC operational needs as determined by the ADOC.
- w) All contractual staff (both employees and subcontractors) will be required to comply with sign-in and sign-out procedures on an official Department of Corrections time keeping form.
- x) All personnel hired by Vendor as well as subcontracted employees must be at least twenty-one years of age to work in any ADOC facility covered by the contract.

#### **8.6     Disclaimer**

The Department of Corrections reserves the right to cancel this RFP, reject any or all proposals, and/or seek additional proposals. The Department also reserves the right to award one or more professional service contracts that it determines to be in the best interest of the State and the Department. All services may be awarded to one (1) professional service provider or the Department may award different services described in the RFP to different providers. The Department is not responsible for any associated cost incurred by Vendor in the preparation of their proposal or in any processes associated with its participation.

End of Section VIII

**APPENDIX A-1**  
**VENDOR AUTHORIZATION**  
**TO**  
**SUBMIT PROPOSAL**

\_\_\_\_\_ agrees to furnish the services described  
in this proposal in response to the ADOC, RFP 07-05-22, dated \_\_\_\_\_  
at the prices shown and guarantees that each item proposed meets or exceeds all  
specifications, terms, conditions, and requirements listed herein.

Respondent's Proposal and Pricing Valid for \_\_\_\_\_ Days

Prospective Respondent's Telephone Number \_\_\_\_\_

I hereby affirm I have not been in any agreement or collusion among or in restraint of  
freedom of competition by agreement to respond at a fixed price or to refrain from  
responding or otherwise.

\_\_\_\_\_ Authorized Signature (ink)

\_\_\_\_\_ Authorized Name (typed)

\_\_\_\_\_ Title of Authorized Person

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Date \_\_\_\_\_

Sworn to and subscribed before me and given under my hand and official seal this the

\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## APENDIX A-2

### PRICE SHEET

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

PRICES ARE SUBMITTED AS INDICATED BELOW:

CONTRACT YEAR	Total Cost	Annual Cost Per Inmate	Monthly Cost Per Inmate above AMP of 24, 600	Monthly Cost Per Inmate below AMP of 23, 600
November 1, 2007 - October 31, 2008				
November 1, 2008 - October 31, 2009				
November 1, 2009 - October 31, 2010				
<b>Total Cost for 3 year contract</b>				
CONTRACT YEAR (OPTIONAL)				
November 1, 2010 - October 31, 2011				
November 1, 2011 - October 31, 2012				
<b>Total Cost for 2 additional option years</b>				

# Appendix B

## Timeline and Tour Schedule

**Alabama Department of Corrections  
RFP 07-05-22**

**Proposed Timeline**

May 30, 2007 – Bid Conference

Place: Alabama Department of Corrections  
301 South Ripley Street  
Montgomery, Alabama  
2<sup>nd</sup> Floor Auditorium

May 30 – June 1, 2007 – Facility Tours

June 5 – June 7, 2007 – Facility tours

July 9 – Proposal Due by 3:00 p.m.  
Bid Opening 4:00 p.m.

Week of July 16 – Presentations

## Alabama Department of Corrections - RFP 07-05-22

### Bidders Conference and Tour Schedule

\*Suggested attire; business casual, walking shoes

\*Institution information; driver license, no purses, money or cell phones

\*Suggested airport use week one: Montgomery, Alabama

\*Suggested hotel area week one: Montgomery, Alabama

Date: **May 30, 2007**  
Start Time: 9:00 a.m.  
Alabama Department of Corrections  
Criminal Justice Center Building  
301 South Ripley Street  
Montgomery, Alabama 36104

9:00 a.m.	Bidders Conference	301 South Ripley Street Montgomery, Alabama 36104	
11:30 a.m.	Lunch	Provided at ADOC	Drive to Brent, Alabama
1:45 p.m.	Tour Bibb	565 Bibb Lane Brent, Alabama 35034	Drive to Wetumpka, Alabama
4:00 p.m.	Tour Tutwiler	8966 US Hwy 231 N Wetumpka, Alabama 36092	End Day 1

Date: **May 31, 2007**  
Tour Time: 9:00 a.m.

9:00 a.m.	Tour Bullock	104 Bullock Drive Union Springs, Alabama 36089	
11:30 a.m.	Lunch	(Suggest in Union Springs)	Drive to Clayton
1:30 p.m.	Tour Ventress	379 Highway 239 North Clayton, Alabama	Drive to Clio
3:30 p.m.	Tour Easterling	200 Wallace Drive Clio, Alabama 36017	End Day 2

Date: **June 1, 2007**  
Tour Time: 8:30 a.m.

8:30 a.m.	Tour Alex City	Highway 22 West Alex City, Alabama 35010	Drive to Elmore
10:30 a.m.	Tour Staton/Draper/Elmore	2690 Marion Spillway Road Elmore, Alabama 36025	
1:00 p.m.	Lunch	(Anywhere traveling back toward Montgomery)	Drive to Mt. Meigs, Alabama
2:30 p.m.	Tour Kilby	12201 Wares Ferry Road Mt. Meigs, Alabama 36057	End Day 3 & Week

**Alabama Department of Corrections**  
Bidders Conference and Tour Schedule

\*Suggested airport use in: Mobile, Alabama or Pensacola, Florida

\*Suggested hotel area (for **June 4, 2007**): Mobile, Daphne, Foley, Alabama or Pensacola, Florida

Date: **June 5, 2007**  
Start Time: 9:00 a.m.

\*Suggested hotel area the night of **June 5<sup>th</sup>**: North of Montgomery, Pelham or Birmingham area

9:00 a.m.	Tour Loxley	1488 County Road 64 Loxley, Alabama 36551	Drive to Atmore, Alabama
11:00 a.m.	Tour Holman	Holman 3700 - Ross Road Atmore, Alabama 36503	
12:00	Lunch	(Suggest in Atmore which is 8 miles south of Holman)	Drive to Fountain - which is 10 miles north of Atmore
1:30 p.m.	Tour Fountain	Fountain 3800 Hwy 21 North Atmore, Alabama 36503	End Day 1 tour and drive toward Birmingham, Alabama

Date: **June 6, 2007**  
Tour Time: 8:30 a.m.

\*Suggested hotel area the night of June 6<sup>th</sup>: Athens or Cullman, Alabama

8:30 a.m.	Tour Birmingham Work Release	1216 25 <sup>th</sup> Street North Birmingham, Alabama 35234	Travel to Bessemer, Alabama
10:30 a.m.	Tour Donaldson	100 Warrior Lane Bessemer, Alabama 35023	
12:00 noon	Lunch	(Suggest anywhere on the way to or in Hamilton, Alabama)	Drive to Hamilton, Alabama
3:00 p.m.	Tour Hamilton	223 Sasser Drive Hamilton, Alabama 35570	End Day 2 tour and drive toward Athens or Cullman, Alabama

Date: **June 7, 2007**  
Tour Time: 8:30 a.m.

\*Suggested Airport use: Birmingham, Alabama

\*Suggested hotel area the night of June 7<sup>th</sup>: Trussville or Birmingham, Alabama area

8:30 a.m.	Tour Limestone	28779 Nick Davis Road Harvest, Alabama 35749	Travel to Decatur, Alabama
11:30 a.m.	Tour Decatur	1401 Highway 20 West Decatur, Alabama 35601	Springville, Alabama
1:00 p.m.	Lunch	(Anywhere & to Trussville)	
2:30 p.m.	Tour St. Clair	1000 St. Clair Road Springville, Alabama 35146	End Day 3 & Week



***Start Week 1 (May 30 – June 1)***

**To Bibb in Brent, Alabama from 301 South Ripley Street, Montgomery, Alabama:**

1. Start out going SOUTH on S RIPLEY ST toward ALABAMA ST.
2. Turn RIGHT onto HIGH ST.
3. Turn LEFT onto S COURT ST.
4. Merge onto I-85 S / MARTIN LUTHER KING JR EXPY.
5. Merge onto I-65 N / US-82 W / AL-6 toward BIRMINGHAM.
6. Take EXIT 179 toward MILLBROOK / PRATTVILLE.
7. Turn LEFT onto US-82 W / COBBS FORD RD / AL-6W
8. Turn LEFT onto US-82 W / AL-6W. Continue to follow US-82 W.
9. Turn LEFT onto AL-219 N / AL-25 S / AL-58 W / WALNUT ST.
10. Turn LEFT onto MAIN ST at red light.
11. Turn LEFT onto HERITAGE RD.
12. Turn RIGHT onto BIBB LANE.
13. Road will fork, bare to your right.

**To Tutwiler in Wetumpka, Alabama from Bibb:**

Start: 565 Bibb Lane, Brent, Alabama, 35034

End: 8966 US Hwy 231 North, Wetumpka, Alabama, 36092



Depart Bibb Ln (east) (0.3 mi)

- 1 Turn LEFT (northwest) onto road (Heritage Park Road)
- 2 Turn RIGHT (northeast) to stay on road (0.2 mi) (Main Street)
- 3 Take right at red-light onto University Way.
- 4 Go to second red-light and take a right onto 82 East
- 5 Follow 82 East to Montgomery
- 7 Turn LEFT (north) onto US-31 / Montgomery Hwy (0.2 mi)
- 8 Turn RIGHT (east) onto SR-25 (0.8 mi)
- 9 Turn RIGHT (south) onto ramp toward I-65 South (0.3 mi)
- 10 Merge onto I-65 South (south) (46.8 mi)
- 11 Take exit 181 RIGHT toward Prattville / Al-14 / Wetumpka (0.2 mi)
- 12 Turn LEFT (northeast) onto SR-14 East (7.1 mi)
- 13 Turn RIGHT (east) to stay on SR-14 (5.6 mi)
- 14 Turn LEFT (north) to stay on SR-14 / Coosa River Pkwy (2.8 mi)
- 15 Turn LEFT (north) onto US-231 North (1.1 mi)



Arrive at 8966 US Hwy 231 North, Wetumpka, Alabama, 36092

(Alternate Directions from Bibb to Tutwiler:)

1. Start out going EAST on BIBB LANE.
2. Turn LEFT.
3. Turn RIGHT onto 25 W.
4. Turn RIGHT onto WALNUT ST/ AL-25 N / AL-29 S/AL-58E.
5. Turn SLIGHT RIGHT onto US-82 / AL-219. Continue to follow US 82- E.
6. Go STRAIGHT.
7. Turn SLIGHT RIGHT onto COBBS FORD RD / US-82 E / AL-6E. Continue to follow COBBS FORD RD.
8. COBBS FORD RD becomes ALABAMA RIVER PKWY.
9. Turn LEFT onto COOSADA PKWY.
10. Turn RIGHT onto AL-14 / AL-143.
11. Turn RIGHT onto AL-14.
12. Turn LEFT onto AL-14 / COOSA RIVER PKWY. Continue to follow AL-14.
13. Turn LEFT onto US-231 N / AL-21 N / AL-53 / AL-9 N. Continue to follow US-231 N / AL-21 N / AL-53 N.
14. End at Tutwiler Prison

### ***End Day***

### **To Bullock from Montgomery, Alabama:**

From I-65, exit to 231 South, and stay on 231 South to the Highway 82 East exit. Turn left onto Highway 82 East and stay on Highway 82 East until you come through the town of Union Springs. \*\*\*After coming through the Town of Union Springs (still Highway 82 East), it turns into a 4-Lane. Bullock County Correctional Facility is then about 1-1/2 miles on the left. You will see the sign. (Depending on traffic, total driving time is not quite an hour)

From I-85, take the Waugh Exit. You will see a BP Gas station on Highway 80. Turn left onto Highway 80 and go past the BP. It's a very short distance to County Road 107. Turn right onto County Road 107. Travel County Road 107 to Highway 110 East. Turn left onto Highway 110 East. Stay on Highway 110 East until you get to Highway 82 East. Turn left onto Highway 82 East. From 82 East, you will come through the town of Union Springs as stated above\*\*\*. (Depending on traffic, total driving time is not quite an hour)

### **From Bullock to Ventress:**

Take a right onto Highway 82 West (going back toward Union Springs) to Highway 29 South. Turn left onto Highway 29 South and travel until you get to Highway 239. Turn left onto Highway 239. Stay on Highway 239 and you will see the Ventress sign and the prison located on the left. (From Bullock to Ventress takes about 35-40 minutes).

**From Ventress Correctional Facility to Easterling Correctional Facility:**

Leave Ventress institution - take left on Highway 239 East 3-4 miles to intersection. Turn right (Hwy.51) go to next intersection where BP service station is at. Turn right again. You will be on Highway 51. Stay on Highway 51 through next town which is Louisville - down to next town which will be Clio - it will be a little over 20 miles. When you get to Clio red light turn left on Highway 10. Go approximately 6-7 miles and you will see an Exxon on left and a small eating place on right the prison driveway is on the **right** past the Exxon. You will see the Easterling sign next to driveway.

***End Day*****From Montgomery to Alex City CBF:**

Take 231N thru Wetumpka

Turn right on Hwy 9 after you pass a Chevron gas station

Follow Hwy 9 till Hwy 22, Turn right on Hwy 22 after you pass gas station

There are approximately 6 miles to the facility, make a right.

**From Alex City to Staton**

Leaving the facility, turn left on Hwy 22

Follow Hwy 22 to the end and make a left on Hwy 9,

Follow Hwy 9 to the end and make a left on Hwy 231.

Take Hwy 231 to traffic light, when you see Russell Do It on your left, make a right on Hwy 14

Take 14W to 143, take right on 143.

Follow 143 till you see Draper, then take a right after you pass Draper.

Follow the curve to the right road around till you see Staton which is behind Draper.

**From Staton to Kilby in Mt. Meigs, Alabama:**

From Staton parking lot go back out Marion Spillway Rd to Hwy 143. Turn left at the stop sign going back toward Millbrook. Go to I-65 and take I-65 South to Montgomery. At the junction of I-65 and I-85, take I-85 North toward Atlanta. Stay on I-85 until you get to the Mitylene Exit, should be exit 11. Come down the off ramp to the traffic light and turn left. When you go under the overpass there will be a traffic light there to manage traffic coming down the off ramp for the south bound lane, go through that light to the next light which will only be a short distance and turn right toward the new section of Arrowhead subdivision. Take another immediate right which will put you on a service road running parallel with I-85. Follow the service road until you come to a stop sign. Turn left at the stop sign onto Wares Ferry Rd. Kilby will be about a mile up the road on the right.

***End Day and Week***

### ***Start Week 2 (June 5 – June 7)***

#### **To Loxley Work Release/Work Center in Loxley, Alabama:**

From Mobile or Pensacola take I-10 to exit 44 (Loxley). Take Hwy 59 South (Gulf Shores Parkway) to Intersection of Hwy 59/County Road 64. Turn right on Co. Rd. 64 (between the Chevron Station and Burris Market) and go 1 mile and facility is on the left.

#### **From Loxley to Holman and Fountain, Atmore, Alabama:**

County Road 64 (right) to Hwy 59 and (left)

Travel north on Hwy 59 through Stapleton and on through Bay Minette which will take you all the way to I-65 North. Take I-65 North towards Montgomery and follow to Exit #57. Exit the interstate and at the end of the ramp, take a left onto Hwy 21 North. Go approximately 2 miles, turn right off of Hwy 21 onto Ross Road and Holman will be on the right. Fountain is back out to Hwy 21 North and would be 3 miles from the interstate on the left. \*\*\*As you are leaving Holman go back to Hwy 21 north. Turn right onto Hwy 21 north and travel about 1 mile. You will see Fountain on your left.

### ***End Day near Birmingham***

**Start Day at Birmingham Work Release, 1216 25<sup>th</sup> Street North, Birmingham, Alabama.**

#### **To Donaldson from BWR:**

- ❶ Turn RIGHT (southwest) onto 12th Ave N (0.3 mi)
- ❷ Turn LEFT (southeast) onto 22nd St N (0.3 mi)
- ❸ Turn RIGHT (southwest) onto ramp toward Tuscaloosa / I-20 West / I-59 South (0.3 mi)
- ❹ Merge onto I-20 West / I-59 South (southwest) (9.4 mi)
- ❺ Take exit 115 RIGHT toward Allison-Bonnett Memorial Dr (0.4 mi)
- ❻ Bear RIGHT (southwest) onto CR-56 West / Allison Bonnett Memorial Dr (8.7 mi)
- ❼ Turn RIGHT (northwest) to stay on CR-46 / Taylors Ferry Rd (8.1 mi)
- ❽ Turn LEFT (southwest) onto Warrior Ln
- 📍 Arrive at 100 Warrior Lane, Bessemer, Alabama, 35023

### **To Hamilton from Donaldson:**



Depart Warrior Ln (northeast)

- ❶ Turn RIGHT (southeast) onto CR-46 / Taylors Ferry Rd (2.2 mi)
- ❷ Turn LEFT (north) onto CR-23 / Alliance Rd (8 mi)
- ❸ Turn LEFT (northwest) onto SR-269 / Birmingport Rd (18.2 mi)
- ❹ Turn LEFT (west) onto ramp toward US-78-Bypass West (32.6 mi)
- ❺ Turn RIGHT (north) to stay on US-78 (4.2 mi)
- ❻ Turn LEFT (northwest) to stay on US-78 West (7 mi)
- ❼ At exit 22, take ramp RIGHT to US-78 West (5.6 mi)
- ❽ Take exit 16 RIGHT toward Hamilton / US-43 / Guin / US-278 (0.4 mi)
- ❾ Merge onto US-43 / US-278 (northwest) (3.8 mi)
- ❿ Turn LEFT (west) onto Dr Sasser Dr



Arrive at 223 Sasser Drive, Hamilton, Alabama, 35570

(Alternate route to Hamilton from Donaldson:)

At the end of the drive (Warrior Lane) turn right onto Taylors Ferry Road.

Follow Taylors Ferry Road – approximately 2 miles.

Turn left onto Alliance Road – go approximately 6.4 miles

Turn left on Pumpkin Center Road – go approximately 1.5 miles

Turn left on Alabama 269 – go approximately 18 miles

Turn left onto US 78 – go approximately 45 miles

Take exit 16 (Hamilton/Guin)

Turn right toward Hamilton and go approximately 4 miles

Turn left on Sasser Drive (Hamilton A & I will be approximately 1 block on the left.

### **To Athens from Hamilton:**

Take Hwy 43 North to Russellville. At first red light in Russellville, take a left and get onto Hwy 24 north. Follow 24 north to Decatur, once into Decatur, take left and cross Tennessee River Bridge. After crossing, veer left onto Hwy 72 and travel 15 miles to Athens. 3<sup>rd</sup> red-light take a right (CVS Pharmacy) and prison is 5 miles down on left.

### **To Cullman from Hamilton:**

Take Hwy 278 East and travel approximately 90 miles to Cullman.

*End Day*

**(Limestone/Athens, Alabama - extra information:)**

NO MATTER WHICH WAY YOU ARE COMING TO LIMESTONE, YOU:

GO NORTH ON I-65  
TAKE EXIT 351 (HUNTSVILLE/ATHENS EXIT)  
TAKE RIGHT (GET IN FAR LEFT LANE)  
TAKE LEFT ON LINDSEY LANE (STOP LIGHT CLOSE BY)  
GO TO 4 WAY STOP  
TAKE RIGHT AT 4 WAY STOP (NICK DAVIS ROAD)  
GO APPROXIMATELY 7 OR 8 MILES  
PRISON ON LEFT


**To Decatur from Limestone:**

LEAVE PRISON, GO TO END OF ROAD  
TURN RIGHT (NICK DAVIS ROAD)  
GO APPROXIMATELY 10 MILES TO ATHENS (STOPLIGHT)  
GO LEFT (HWY 31)  
STAY ON 31  
GO ACROSS BRIDGE  
TAKE RIGHT PAST HOLIDAY INN AT STOP LIGHT  
GO APPROXIMATELY 3 MILES  
WORK RELEASE ON LEFT (1401 HWY. 20 WEST)  
IF YOU GO OVER RAILROAD TRACKS, YOU HAVE GONE TOO FAR

**To St. Clair from Decatur:**

 Depart US-72 Alt / Joe Wheeler Ave East / Wheeler Hwy (east) (2.3 mi)

- ❶ Turn right onto AL -20/US-72 ALT/ Joe Wheeler Ave/Wheeler Hwy/Wilson ST. NW. Continue to follow AL-20/US-72 ALT/Wilson ST NW (1.8 mi)
- ❷ Turn Left onto 6<sup>th</sup> Ave NE/US-31 N/ US-72 ALT E / AL- 20 E/ AL-3 N. Continue to follow US-72 ALT E / AL- 20 E. (4.4 mi)
- ❸ Merge onto I-65 S via EXIT 1A toward Birmingham. (79.8 mi)
- ❹ Merge onto I-59 N via EXIT 261A on the LEFT toward Gadsden/ Atlanta. (29.0 mi)
- ❺ Take the AL- 174 EXIT 154- toward Springville/ Odenville (0.2 mi)
- ❻ Turn RIGHT onto AL- 174. (7.7 mi)
- ❼ Turn LEFT onto US- 411 / AL-25. (3.4 mi)

 Arrive at 1000 Saint Clair Road.

***End Day and Week 2***

\*\*\*\*\*

**Directions from St. Clair to Birmingham:**

1. From the front of the institution, make a right on the St. Clair Correctional Facility Road
2. Turn left at AL Highway 23
3. Turn left to merge onto I-59 S
4. Take exit 125 on the left for 22<sup>nd</sup> St. toward Downtown
5. Turn left at 22<sup>nd</sup> St. N.
6. Turn right at 8<sup>th</sup> Avenue N
7. Turn left at 19 St. N.

**Directions from St. Clair to the Birmingham Airport:**

1. Same as 1, 2 and 3 above
2. Take exit 129 toward Airport Blvd.
3. Turn left at Messer Airport Highway
4. Will run into terminals

### **Institution Phone Numbers**

<b>Bibb</b>	<b>205-926-5252</b>
<b>Bullock</b>	<b>334-738-5625</b>
<b>Easterling</b>	<b>334-397-4471</b>
<b>Fountain</b>	<b>251-368-8122</b>
<b>Hamilton</b>	<b>205-921-7453</b>
<b>Holman</b>	<b>251-368-8173</b>
<b>Kilby</b>	<b>334-215-6600</b>
<b>Limestone</b>	<b>256-233-4600</b>
<b>St. Clair</b>	<b>205-467-6111</b>
<b>Staton</b>	<b>334-567-2221</b>
<b>Tutwiler</b>	<b>334-567-4369</b>
<b>Ventress</b>	<b>334-775-3331</b>
<b>Alex City</b>	<b>256-234-7533</b>
<b>Birmingham Work Release</b>	<b>205-252-2994</b>
<b>Decatur</b>	<b>256-350-0876</b>
<b>Loxley</b>	<b>251-964-5044</b>



# Appendix C

## SEIB Reporting Requirements

# Thomson Medstat Data Submission Options and Requirements

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## **Table of Contents**

Section 1: General Overview

Section 2: Electronic Submission

Section 2A: File Names

Section 2B: Control Information

Section 3: Physical Media Submission

Section 4: Appendices

## **Section 1: General Overview**

---

This document is designed to provide data suppliers with information on the different data submission methods supported by Thomson Medstat. Thomson Medstat (herein referred to as "Medstat") encourages electronic data transfers (EDT). Several EDT methods are available and information on these methods can be found in section 2 of this document.

### **Data Submission Types**

- **Electronic Data Transmission**

This data submission type allows for the electronic transmission of data over the Internet using multiple methods. Refer to section 2 for details about methods, setup, and requirements.

- **Physical Media Options**

Medstat accepts a variety of physical media options, including:

- Data Tapes
- Data Diskettes
- CDs and DVDs
- Zip Disks
- External Hard Drives

**Note:** All data submissions require some form of control totals (i.e. record counts, dollar amount (if applicable) and time period of the data. Specific requirements for each type of submission method can be found in the following detailed sections of this document. In addition, physical media documentation and labeling requirements must be met before the data can be accepted into Medstat's data submission system. Refer to section 3 for more information.

## Section 2: Electronic Data Submission

---

Electronic data transfers rely on standard Internet protocols to transfer data to Medstat for processing. This service has five options. All electronic methods require submission of control information in specified formats, and may require files to be named according to Medstat's file naming convention. Please see section 2A for more information about file names and control information for electronic submissions.

Medstat adheres to HIPAA (Health Insurance Portability and Accountability Act) standards regarding the transmission of medical data, including authenticating users and encrypting transmissions.

### Supported Data Transfer Methods

- **Standard FTP with PGP encryption**

Since the FTP standard does not inherently provide encryption, data suppliers must encrypt files before transmission. This option is available to data suppliers in both "push" and "pull" modes. Compression is automatic when using PGP encryption. Zipped files may be transmitted using this method. Please see Appendix B for more information.

All files using PGP encryption over a standard FTP connection will be inherently compressed. Compression occurs via ASCII or binary encryption. ASCII encryption will append an "ASC" extension to the file name. Binary encryption will append a "PGP" extension. Binary encryption is preferred because it provides greater compression.

- **Standard FTP over VPN (Virtual Private Network)**

The VPN connection provides a secure transfer; therefore encryption of the data is not required. This is an option for suppliers that do not support PGP encryption, but can use standard FTP over the Internet. This option is only available for suppliers hosting the VPN connection, with Medstat logging in and "pulling" data. Zipped files may be transmitted using this method. Please see Appendix B for more information. FTP "push" transmissions are not supported with a VPN tunnel.

- **Secure FTP (SFTP) – Pull only**

This option uses an encrypted SSH (Secure Shell) channel to "pull" data from supplier sites. It also uses Secure FTP on port 22 to accomplish the data transfer. Zipped files may be transmitted using this method. Please see Appendix B for more information. **Note:** *SSL on port 21 (FTPS) is not supported by Medstat.*

- **HTTPS (Pull Only)**

This option uses an encrypted SSL channel to "pull" data from supplier sites. Currently this method is only available to suppliers using the Tumbleweed server software. It utilizes Internet standard port 443 to accomplish the data transfer. Zipped files may be transmitted using this method. Please see Appendix B for more information. **Note:** *HTTPS "pushes" are not supported by Medstat.*

- **Interactive Web Submission**

The Medstat Data Submission System (MDSS) is a Web-based software application that allows a data supplier to validate the structure of a file and send it electronically to Medstat over the Internet. A small Java applet guides the user through the data submission process. In this process, data is validated against the agreed-upon data format. This method cannot be automated. Zipped files may not be sent using this method.

## Features

Feature	Interactive Web	FTP w/PGP	FTP over VPN	HTTPS	SFTP
Data Validation - record length, record count, field validation	<input checked="" type="checkbox"/>				
Compression	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
File encryption		<input checked="" type="checkbox"/>			
Transfer method encryption	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
User Authentication	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Media Logging	<input checked="" type="checkbox"/>				
Data "pushed" to Medstat	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Data "pulled" by Medstat		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Can be automated		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## Requirements

Requirement	Interactive Web	FTP w/PGP	FTP over VPN	HTTPS	SFTP
Software	Java Run-time 1.4.2 or greater (installed during first MDSS login, if not present)	* File Transfer Protocol (FTP) as defined in <a href="#">RFC959</a> and <a href="#">RFC1123</a> Sec. 4  * PGP version 6.5 or greater	File Transfer Protocol (FTP) as defined in RFC 959 <a href="#">[RFC959]</a> and RFC 1123 Section 4 <a href="#">[RFC1123]</a>	Tumbleweed server software	SSH Server responding on port 22
Hardware	* PC with Windows 2000 or Windows XP workstation, with latest Windows updates  * 56Kb modem or better (broadband Internet connection preferred)  * 128MB RAM or better  * Pentium 200Mh processor or better	N/A	N/A	N/A	N/A
Web Browser	Internet Explorer 6 or greater	N/A	N/A	N/A	N/A
File Size Limit	1 GB	15GB	2GB	15GB	2GB
Control Information	Entered on Web Interface	Header/Trailer or Tag File	Header/Trailer or Tag File	Header/Trailer or Tag File	Header/Trailer or Tag File
File Names	N/A	Medstat File Names	Supplier-selected file names that are consistent from submission to submission	Medstat File Names	Supplier-selected file names that do not change from submission to submission
Permissions	Administrator access on workstation to install Java Run-time	Permission to delete files from remote server (FTP Pull)	N/A	N/A	N/A

## Section 2a: File Names

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### File Naming Convention

#### Files being pushed to Medstat

Data files submitted to Medstat electronically via FTP with PGP encryption ("push") must uniformly follow the naming convention defined below.

Medstat's file naming convention contains the following:

Client ID (4 bytes) + Supplier ID (4 bytes) + Header/Trailer-Tag identifier (1 byte) + Layout Group Key (5 bytes) + File Extension

The header/trailer tag identifier character indicates the location of the control information – either in an embedded header/trailer record or a separate "tag" file. "E" is used for tag files and "T" is used for files containing header/trailer records. **Note:** *Tag files follow the same naming convention as the data files except they have an ".MMS" extension instead of ".TXT".*

**Example:** 77050770E10356.TXT and 77050770E10356.MMS

To "push" multiple files at one time, a unique identifier can be inserted into the file name after the 14<sup>th</sup> character and before the .txt extension.

**Example:** 77050770E10356\_1Q04.TXT and 77050770E10356\_1Q04.MMS

#### Files being pulled by Medstat (FTP with PGP encryption or FTP over VPN)

Data files "pulled" by Medstat via FTP with PGP encryption or FTP over VPN can be named according to supplier requirements. However, the file names must contain a static component that does not change from submission to submission. **Note:** the file name cannot contain any periods (.) except immediately before the txt and pgp (if applicable) extensions.

**Example:** Customer\_medclaims\_Jun2006.txt (where "Customer\_med\_" does not change, but the time period does)



### **Files being pulled by Medstat via SFTP**

Data files "pulled" by Medstat via SFTP may be named according to supplier requirements, but cannot change from submission to submission. Files must also have a .txt extension.

**Example:** Customer\_medclaims.txt

### **Files being pulled by Medstat via HTTPS**

Data files "pulled" by Medstat via HTTPS must be named according to Medstat naming conventions. To supply multiple files at one time, a unique identifier can be inserted into the file name after the 14<sup>th</sup> character and before the .txt extension. If control information is being supplied by a tag file, both the data and tag file names must match exactly, with the exception of the .txt and .mms extension.

## Section 2b: Control Information

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Files submitted electronically to Medstat must contain information about the data contents. This information can be provided in one of two ways:

- Embedded header or trailer record
- Tag file

### Embedded Header or Trailer Record

If the data format contains layouts for a header or trailer record that contains control total information about the file, these records can be appended to the data detail. The header/trailer record must be the same length as other layout(s) in the group when using fixed-width formats.

At a minimum, the header/trailer record must contain the following information:

- Total file record count including header and/or trailer
- Dollar totals (e.g. net payments), if applicable.
- Start time period (dates must be in the same format as dates in the data detail)
- End time period (dates must be in the same format as dates in the data detail)

### Tag File

A "tag" file, in the context of Medstat's automated EDT process, is a small text file that contains information about a specific data file. A tag file must accompany each data file transmitted to Medstat. Medstat only processes data files and tag files in pairs. Orphaned data files or tag files will not be processed. **Note:** *A tag file is required with each file submitted in order for Medstat to properly catalogue and process the data content included in the submission.*

The first 25 bytes of each required line (or record) will be comprised of the literal label used in the example below. The data corresponding to the label will begin in column 26 and end in column 80 for that respective line (or record).

**Note:** The data supplier should provide the following content in the "tag" files.

# THOMSON

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## MEDSTAT

Label	Format	Description
Number of Records	Numeric, left justified, no commas	Identifies the number of records included in the data content file.
Record Length	Numeric, in bytes at source, left justified, no commas	Identifies the number of bytes per record (excluding the record terminator).
Start Paid Date	Date, mm/dd/ccyy with "/" delimiter and leading zero(s) as needed for single-digit months and days	Identifies the starting date for the period included in the data submission.
End Paid Date	Date; mm/dd/ccyy with "/" delimiter and leading zero(s) as needed for single-digit months and days	Identifies the ending date for the period included in the data submission.
Dollar Totals	Numeric, left justified, no commas or dollar sign (\$), negatives should be signed on the far left, 2 explicit decimal places to the right of the included decimal point	Provides a control total for dollar amounts for files that include dollar amounts in the record layout.
Contact Name and Phone	Text, First (space " ") Last ###.###.#### (X##### for extension)	Provides contact information that can be used for follow up in the event of problems reading or interpreting the data content file.
Comments	Text, columns 26 through 80, one (1) comment per line with a maximum of four (4) lines.	Provides space for comments regarding the data content, such as data type, or special instructions, etc.

### Example Tag File:

Please note that the dashed line with numbers (below) indicates the relative positions in the record layout – it is not actually included within the text of the tag file.

```

1-----26-----40-----60-----80
Number of Records:      105623
Record Length:          450
Start Paid Date:        06/01/2001
End Paid Date:          06/30/2001
Dollar Totals:          2356497.88
Contact Name and Phone: Joyce Welch-Smith 734.555.9876X4321
Comments:                Eligibility Data
Comments:                Replacement file

```

## **Section 3: Physical Media Submission**

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While Medstat encourages the use of electronic data submission, physical media submission is also available. Medstat accepts a variety of media, each type with labeling and documentation requirements.

### **Format options for Data Tapes**

#### **Medium**

- 3480 or 3490 or 3490e Cartridge, compressed or uncompressed
- DDS-4 20/40 GB 4MM Data Cartridge 120 meter maximum
- 8MM Helical Scan 7/14 GB Data Cartridge
- DLT 7000 35/70 GB Data Cartridge
- SDLT 110/220 GB Data Cartridge
- LTO Ultrium1 or Ultrium2 Data Cartridge
- External Hard Drive with USB 2.0 connection formatted for Windows

#### **Labels**

Standard IBM labels preferred where applicable; unlabeled or ANSI labels also accepted.

#### **Other Tape Creation Options**

Windows Backup, TAR, DD

### **Format Options for Data Diskettes, CDs, DVDs, and Zip Disks**

#### **Medium**

- CD-ROM – 700MB
- DVD – 4.3GB single layer or 8.5GB dual layer
- 1.44MB Floppy Diskette
- 250MB Zip Disk

## **Compression**

Winzip if applicable or PGP (using Medstat's public key, EDTFTP <edtftp@medstat.com>, or Self-Decrypting Archive format)

## **Parsing Data Prohibited**

Data files should not span multiple CD, DVD, Floppy, or Zip disks. Please choose a media that will accommodate the entire data volume.

## **Disk Contents**

Disks should only contain data files, and when appropriate, layout information. No other files should be present on the disk, including third party software (e.g. applications that can be used to view/edit the data).

## **Requirements**

External media label and documentation requirements apply to all physical media types, including any type of tape, CD-ROM, DVD, Floppy, or Zip disk.

## **Media Identification**

Medstat will provide Data Submission Forms and self-adhesive labels to data suppliers that submit data via physical media. These forms provide data security and privacy while expediting processing upon receipt at Medstat's data center. Appendix A contains a hard copy of the Data Submission Form and label.

Follow the steps below to properly identify the media:

1. Complete the label and affix to the media or CD-ROM case. Note the **unique number** on the label so it can be entered on the Data Submission Form.
2. Package and ship the media separately from the Data Submission Form.
3. Enter the **unique number** from the label on the Data Submission Form and complete the rest of the form.
4. Send the Data Submission Form to Medstat as follows:
  - a. Fax to Medstat at (734) 913-3360 or
  - b. Email to Medstat at [Medstat-ops.expeditor@thomson.com](mailto:Medstat-ops.expeditor@thomson.com)

5. If placing multiple files on the same media, list the files on the Data Submission Form by file name or volume serial number. For each file, indicate the record count, net payments (if applicable), and time period.

**Note:** Never include files for multiple customers on one media. Use one media per customer.

**Appendix A - Sample Data Submission Form with Label**

<p>Unique No: 0101010</p> <p>ID#1: _____</p> <p>ID#2: _____</p> <p>Date Created: _____</p> <p>Tape # _____ of _____</p> <p><b>Send to:</b></p> <p style="padding-left: 20px;">The MEDSTAT Group, Inc. Data Center 640 Avis Drive, Suite 100 Ann Arbor, MI 48108 Attn: Tape Expeditor</p>	L A B E L	<p>Unique No: <u>0101010</u></p> <p><b>Contact Information</b></p> <p>Name: _____</p> <p>Number: _____</p> <p>E-mail: _____</p> <p>Client: _____</p> <p>Carrier: _____</p> <p>Date Created: _____</p>
--	-----------------------	---

Shipping Company: _____ Character set used (circle one): _____ Job ID, if applicable: _____ Format or extract name: _____ VOL-SER number(s): _____ VOL-SER number(s): _____ Data type: _____ Record format: _____ Block size: _____ LRECL: _____ Blocking factors: _____  Total records: _____ Total net payments: _____ Time period: _____ Return to: _____	(Fed-Ex, UPS, Airborne, US Mail, etc.) EBCDIC or ASCII  (The medium's serial number, which you assign)  (i.e., claims, eligibility, provider, test data, etc.) (The data's record format – it should be fixed) (The number of bytes contained per block) (The number of bytes contained per record) (The number of records contained per block)  (The total number of records contained on the medium) (The dollar total of all the net payments contained on the medium) (The time frame in which data was incurred) (The address to which the medium should be returned)
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**MAIL TO:** ATTN: Tape Expeditor, Medstat, Data Center  
640 Avis Drive, Suite 100, Ann Arbor, MI 48108  
(Fax # (734) 913-3360) (E-mail: [medstat-ops.expeditor@thomson.com](mailto:medstat-ops.expeditor@thomson.com))

## Appendix B: Zipped Files

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Medstat can accept zipped files via most electronic transmission methods. However, specific naming conventions must be followed. Files may be zipped using Winzip, pkzip, or gzip, and may have either a .zip or .gz extension. Files with .tar or .tgz extensions will not be processed. When zipping files, the zipped file must be a self-decrypting archive (SDA). If files are to be PGP encrypted, zipping should be done before encryption.

All zipped files must be named according to the transmission method's file naming requirements, with the .txt or .mms extension replaced by the .zip or .gz extension. All files within archives must follow Medstat's file naming convention, regardless of transmission method. Please see section 2A for file naming requirements for each data transfer method.

Examples:

10550770E12345.ZIP (Contains 10550770E12345.TXT and 10550770E12345.MMS)

Customer\_claims.zip (Contains 10550770T12345.TXT)

**Note:** *Zipped files are not supported for Interactive Web Submission.*



# Appendix D

## Utilization Data

**SEIB Hospital Network Management  
Inmate Cost Summary  
Net Hospital Discount Savings**

		<b>Hospital Billed</b>	<b>Blue Cross Paid</b>	<b>% Paid</b>
<b>Dec *</b>	<b>2005</b>	\$455.00	\$127.40	28.0%
<b>Jan</b>	<b>2006</b>	\$844,923.10	\$211,794.48	25.1%
<b>Feb</b>	<b>2006</b>	\$1,053,467.44	\$244,949.52	23.3%
<b>Mar</b>	<b>2006</b>	\$3,820,305.50	\$1,104,544.84	28.9%
<b>Apr</b>	<b>2006</b>	\$2,099,725.71	\$605,525.99	28.8%
<b>May</b>	<b>2006</b>	\$2,942,634.57	\$810,543.67	27.5%
<b>Jun</b>	<b>2006</b>	\$3,547,650.54	\$1,067,188.70	30.1%
<b>Jul</b>	<b>2006</b>	\$2,329,702.97	\$677,630.69	29.1%
<b>Aug</b>	<b>2006</b>	\$2,859,869.59	\$1,088,655.69	38.1%
<b>Sep</b>	<b>2006</b>	\$2,105,916.47	\$652,773.63	31.0%
<b>Oct</b>	<b>2006</b>	\$3,054,858.92	\$888,002.59	29.1%
<b>Nov</b>	<b>2006</b>	\$3,730,539.82	\$1,222,596.87	32.8%
<b>Dec</b>	<b>2006</b>	\$2,720,468.01	\$754,248.89	27.7%
<b>2006 Total</b>		\$31,110,062.64	\$9,328,455.56	30.0%
<b>2005 &amp; 2006 Total</b>		\$31,110,517.64	\$9,328,582.96	30.0%
* Start up month. Claims incurred in December 2005 were billed and paid throughout calendar year 2006.				

**State of Alabama  
Department of Correction**

**Inpatient & Outpatient Summary**

	2005	2006
Average number of hospital days per month	280	252
Average number of admission per month	60	59
Average length of stay	5.3	4.29
Average inpatient day rate	2500	2367
Number of ER visits per month	100	124.75

**State of Alabama  
Department of Correction**

**Dialysis Summary  
November 2005 - October 2006**

# of Dialysis Treatment per year	4,348
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Average number of inmates receiving dialysis treatment per year	36
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State of Alabama  
Department of Corrections

**Inpatient & Outpatient Utilization by Facility**

	Facility	City	State	Inpatient			Outpatient
				Admissions	Days	ALOS	Units
1	Baptist Medical Center (C000000193)	Montgomery	AL	242	1,010	4.17	17,946
2	Carraway Methodist Med Center (C000000508)	Birmingham	AL	219	1,022	4.67	10,467
3	Eye Foundation Hospital (C000001226)	Birmingham	AL	1	58	58.00	411
4	Mobile Infirmary Medical Ctr (C000002727)	Mobile	AL	35	172	4.91	139
5	Huntsville Hospital (C000001930)	Huntsville	AL	34	118	3.47	1,863
6	Medical Center East (C000002452)	Birmingham	AL	14	60	4.29	5,147
7	Marion County Gen Hosp & Home (C000002363)	Hamilton	AL	30	66	2.20	2,493
8	North Baldwin Hospital (C000002896)	Bay Minette	AL	46	140	3.04	868
9	University of Ala Hospital (C000004336)	Birmingham	AL	18	50	2.78	577
10	Jackson Hospital And Clinic (C000001984)	Montgomery	AL	17	73	4.29	588
11	Univ of South Alabama Med Cntr (C000004307)	Mobile	AL	10	70	7.00	114
12	Baptist Med Center-Columbia (C000000188)	Columbia	SC	4	22	5.50	6
13	Atmore Community Hospital (C000007066)	Atmore	AL	0	0	0.00	883
14	(TH380397)	BLANK CODE	0	3	12	4.00	3
15	Thomas Hospital (C000004187)	Fairhope	AL	9	33	3.67	178
16	(TH380044)	BLANK CODE	0	1	13	13.00	0
17	Decatur General Hospital (C000001008)	Decatur	AL	3	32	10.67	258
18	Central Alabama Med Center (C000005227)	Wetumpka	AL	0	0	0.00	1,034
19	Edge Regional Medical Ctr (C000001156)	Troy	AL	5	13	2.60	745
20	Southeast Alabama Med Center (C000003691)	Dothan	AL	4	25	6.25	530
21	Bullock County Hospital (C000005226)	Union Springs	AL	0	0	0.00	379
22	(TH380079)	BLANK CODE	0	1	6	6.00	5
23	Flowers Hospital (C000001289)	Dothan	AL	1	4	4.00	76
24	(T631253446)	BLANK CODE	0	0	0	0.00	91
25	Springhill Memorial Hospital (C000003747)	Mobile	AL	0	0	0.00	138
26	Montgomery Surg Ctr (T752365748)	Montgomery	AL	0	0	0.00	39
27	Providence Hospital (C000003240)	Mobile	AL	1	11	11.00	4
28	D W McMillan Memorial Hospital (C000000961)	brewton	AL	2	7	3.50	156
29	(T630459034)	BLANK CODE	0	0	0	0.00	163
30	Bibb Medical Center (C000005217)	Centreville	AL	2	2	1.00	166
31	AMI Brookwood Medical Center (C000000066)	Birmingham	AL	1	7	7.00	0
32	Athens-Limestone Hospital (C000000151)	Athens	AL	0	0	0.00	226
33	(T630578923)	BLANK CODE	0	0	0	0.00	85
34	Eliza Coffee Memorial Hospital (C000001177)	Florence	AL	1	4	4.00	143
35	Russell Hospital (C000003424)	Alexander City	AL	1	2	2.00	45
36	Dale County Hospital (C000000965)	Ozark	AL	0	0	0.00	26
37	(T630879405)	BLANK CODE	0	0	0	0.00	48
38	Coosa Valley Medical Center (C000000866)	Sylacauga	AL	0	0	0.00	36
39	J Paul Jones Hospital (C000005229)	Camden	AL	0	0	0.00	68
40	Baptist Med Center-Montclair (C000000189)	Birmingham	AL	1	1	1.00	1
41	South Baldwin Hospital (C000003658)	Folcy	AL	0	0	0.00	42
42	Pickens County Medical Center (C000003163)	Carrollton	AL	1	2	2.00	1
43	NE Alabama Regional Med Center (C000002842)	Anniston	AL	0	0	0.00	21
44	St Clair Regional Hospital (C000003793)	Pell City	AL	0	0	0.00	10
45	Dothan Surg Ctr (T631267139)	Dothan	AL	0	0	0.00	2
46	Miller (T640926753)	Hamilton	AL	0	0	0.00	9
47	Citizens Hospital (C000000719)	Talladega	AL	0	0	0.00	16
48	Lakeview Community Hospital (C000002181)	Eufaula	AL	0	0	0.00	28
49	Bryan W Whitfield Mem Hospital (C000000419)	Demopolis	AL	0	0	0.00	9
50	Elba General Hospital (C000001173)	Elba	AL	0	0	0.00	6
51	(TH380874)	BLANK CODE	0	0	0	0.00	1
<b>Subtotal Top Facilities</b>		<b>51</b>		<b>707</b>	<b>3,035</b>	<b>4.29</b>	<b>46,290</b>
<b>All Others</b>		<b>0</b>		<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>
<b>Total All Facilities</b>		<b>51</b>		<b>707</b>	<b>3,035</b>	<b>4.29</b>	<b>46,290</b>

Table Parameters

Period: Incurred from Dec-2005 to Dec-2006.

Utilization

State of Alabama  
Department of Corrections

**Inpatient & Outpatient Price by Facility**

	Facility	City	State	Inpatient		Outpatient Covered Expense Per Unit
				Covered Expense Per Admission	Covered Expense Per Day	
1	Baptist Medical Center (C000000193)	Montgomery	AL	\$11,662	\$2,794	\$33
2	Carraway Methodist Med Center (C000000508)	Birmingham	AL	9,334	2,000	67
3	Eye Foundation Hospital (C000001226)	Birmingham	AL	359,990	6,207	75
4	Mobile Infirmary Medical Ctr (C000002727)	Mobile	AL	9,868	2,008	179
5	Huntsville Hospital (C000001930)	Huntsville	AL	6,923	1,995	62
6	Medical Center East (C000002452)	Birmingham	AL	8,215	1,917	32
7	Marion County Gen Hosp & Home (C000002363)	Hamilton	AL	3,119	1,418	72
8	North Baldwin Hospital (C000002896)	Bay Minette	AL	3,583	1,177	64
9	University of Ala Hospital (C000004336)	Birmingham	AL	8,297	2,987	82
10	Jackson Hospital And Clinic (C000001984)	Montgomery	AL	8,426	1,962	62
11	Univ of South Alabama Med Cntr (C000004307)	Mobile	AL	14,670	2,096	126
12	Baptist Med Center-Columbia (C000000188)	Columbia	SC	34,021	6,186	631
13	Atmore Community Hospital (C000007066)	Atmore	AL	0	0	122
14	(TH380397)	BLANK CODE	0	31,006	7,751	774
15	Thomas Hospital (C000004187)	Fairhope	AL	7,184	1,959	110
16	(TH380044)	BLANK CODE	0	79,190	6,092	0
17	Decatur General Hospital (C000001008)	Decatur	AL	15,732	1,475	64
18	Central Alabama Med Center (C000005227)	Wetumpka	AL	0	0	46
19	Edge Regional Medical Ctr (C000001156)	Troy	AL	3,392	1,304	36
20	Southeast Alabama Med Center (C000003691)	Dothan	AL	8,652	1,384	12
21	Bullock County Hospital (C000005226)	Union Springs	AL	0	0	89
22	(TH380079)	BLANK CODE	0	27,144	4,524	1,063
23	Flowers Hospital (C000001289)	Dothan	AL	6,000	1,500	312
24	(T631253446)	BLANK CODE	0	0	0	314
25	Springhill Memorial Hospital (C000003747)	Mobile	AL	0	0	206
26	Montgomery Surg Ctr (T752365748)	Montgomery	AL	0	0	658
27	Providence Hospital (C000003240)	Mobile	AL	20,350	1,850	24
28	D W McMillan Memorial Hospital (C000000961)	brewton	AL	4,055	1,159	55
29	(T630459034)	BLANK CODE	0	0	0	85
30	Bibb Medical Center (C000005217)	Centreville	AL	1,300	1,300	68
31	AMI Brookwood Medical Center (C000000066)	Birmingham	AL	12,950	1,850	0
32	Athens-Limestone Hospital (C000000151)	Athens	AL	0	0	40
33	(T630578923)	BLANK CODE	0	0	0	104
34	Eliza Coffee Memorial Hospital (C000001177)	Florence	AL	6,285	1,571	18
35	Russell Hospital (C000003424)	Alexander City	AL	3,616	1,808	46
36	Dale County Hospital (C000000965)	Ozark	AL	0	0	186
37	(T630879405)	BLANK CODE	0	0	0	87
38	Coosa Valley Medical Center (C000000866)	Sylacauga	AL	0	0	108
39	J Paul Jones Hospital (C000005229)	Camden	AL	0	0	38
40	Baptist Med Center-Montclair (C000000189)	Birmingham	AL	2,142	2,142	101
41	South Baldwin Hospital (C000003658)	Foley	AL	0	0	53
42	Pickens County Medical Center (C000003163)	Carrollton	AL	1,957	979	190
43	NE Alabama Regional Med Center (C000002842)	Anniston	AL	0	0	101
44	St Clair Regional Hospital (C000003793)	Pell City	AL	0	0	141
45	Dothan Surg Ctr (T631267139)	Dothan	AL	0	0	488
46	Miller (T640926753)	Hamilton	AL	0	0	94
47	Citizens Hospital (C000000719)	Talladega	AL	0	0	51
48	Lakeview Community Hospital (C000002181)	Eufaula	AL	0	0	20
49	Bryan W Whitfield Mem Hospital (C000000419)	Demopolis	AL	0	0	32
50	Elba General Hospital (C000001173)	Elba	AL	0	0	32
51	(TH380874)	BLANK CODE	0	0	0	184
<b>Subtotal Top Facilities</b>		<b>51</b>		<b>\$10,159</b>	<b>\$2,367</b>	<b>\$52</b>
<b>All Others</b>		<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Total All Facilities</b>		<b>51</b>		<b>\$10,159</b>	<b>\$2,367</b>	<b>\$52</b>

Table Parameters

Period: Incurred from Dec-2005 to Dec-2006.  
Price

State of Alabama  
Department of Corrections

**Inpatient and Outpatient Utilization Summary by ICD-9 Diagnosis Code**

ICD-9 Diagnosis Code		Inpatient		Outpatient		
		Admissions	Days	ALOS	Visits	
1	41401 - Cor As-native vessel	49	212	4.33	225	
2	51881 - Ac respiratory failure	9	111	12.33	6	
3	99669 - Infect due to device Nec	1	124	124.00	1	
4	03849 - Gram-neg septicemia Nec	1	20	20.00	0	
5	78659 - Chest pain Nec	34	68	2.00	324	
6	41071 - Subend infarct-initial	12	77	6.42	7	
7	99662 - Infect D/T vasc device	7	51	7.29	5	
8	99673 - Comp D/T renal dialy dev	3	9	3.00	461	
9	5715 - Liver cirrhosis w/o Alc	15	61	4.07	35	
10	99859 - Postop infection Nec	4	61	15.25	21	
11	43491 - Cereb art occl w infarct	10	50	5.00	8	
12	486 - Pneumonia organism Nos	17	53	3.12	63	
13	6823 - Arm cellulitis	4	36	9.00	30	
14	28262 - Hb-S disease w crisis	12	37	3.08	46	
15	42731 - Atrial fibrillation	9	37	4.11	60	
16	5722 - Hepatic coma	12	38	3.17	40	
17	99674 - Comp Nec D/T vasc devnec	4	18	4.50	4	
18	80621 - T1-T6 fx-cl/comp crd les	1	37	37.00	0	
19	1970 - Secondary lung Ca	5	28	5.60	27	
20	1628 - Bronchus/lung Ca Nec	4	27	6.75	21	
21	5128 - Spont pneumothorax Nec	5	33	6.60	6	
22	4240 - Mitral valve disorder	3	32	10.67	17	
23	41041 - Inf Ami Nec-initial	6	28	4.67	3	
24	78650 - Chest pain Nos	4	8	2.00	342	
25	1629 - Bronchus/lung Ca Nos	6	18	3.00	80	
Subtotal Top ICD-9 Codes		25	237	1,274	5.38	1,832
All Others		1,099	470	1,761	3.75	13,378
Total All ICD-9 Codes		1,124	707	3,035	4.29	15,210

Table Parameters

Period: Incurred from Dec-2005 to Dec-2006.

State of Alabama  
All Department of Corrections

**Inpatient and Outpatient Price Summary by ICD-9 Diagnosis Code**

ICD-9 Diagnosis Code		IP Covered Expense		OP Expense
		Per Admission	Per Day	per Visit
1	41401 - Cor As-native vessel	\$9,627	\$2,225	\$354
2	51881 - Ac respiratory failure	58,403	4,735	360
3	99669 - Infect due to device Nec	313,713	2,530	208
4	03849 - Gram-neg septicemia Nec	266,244	13,312	0
5	78659 - Chest pain Nec	4,238	2,119	223
6	41071 - Subend infarct-initial	15,842	2,469	250
7	99662 - Infect D/T vasc device	25,155	3,453	464
8	99673 - Comp D/T renal dialy dev	6,203	2,068	301
9	5715 - Liver cirrhosis w/o Alc	8,748	2,151	298
10	99859 - Postop infection Nec	31,509	2,066	378
11	43491 - Cereb art occl w infarct	12,325	2,465	348
12	486 - Pneumonia organism Nos	5,375	1,724	130
13	6823 - Arm cellulitis	23,485	2,609	153
14	28262 - Hb-S disease w crisis	7,206	2,337	241
15	42731 - Atrial fibrillation	9,302	2,263	165
16	5722 - Hepatic coma	5,809	1,834	208
17	99674 - Comp Nec D/T vasc devnec	18,277	4,062	1,010
18	80621 - T1-T6 fx-cl/comp crd les	77,122	2,084	0
19	1970 - Secondary lung Ca	14,930	2,666	72
20	1628 - Bronchus/lung Ca Nec	18,132	2,686	159
21	5128 - Spont pneumothorax Nec	13,865	2,101	722
22	4240 - Mitral valve disorder	20,982	1,967	456
23	41041 - Inf Ami Nec-initial	11,222	2,405	291
24	78650 - Chest pain Nos	4,506	2,253	144
25	1629 - Bronchus/lung Ca Nos	8,031	2,677	194
<b>Subtotal Top ICD-9 Codes</b>		<b>25</b>	<b>\$14,663</b>	<b>\$2,728</b>
<b>All Others</b>		<b>1,099</b>	<b>7,902</b>	<b>152</b>
<b>Total All ICD-9 Codes</b>		<b>1,124</b>	<b>\$10,168</b>	<b>\$2,369</b>

Table Parameters

Period: Incurred from Dec-2005 to Dec-2006.



**State of Alabama  
Department of Correction**

**Pharmacy Report**

November 2005 - October 2006

Hepatitis C	249,821.69
HIV	3,459,169.88

Projected November 2006 - October 2007

Hepatitis C	425,000.00
HIV	3,200,000.00

# State of Alabama Department of Corrections

## Top 50 Medical Meds by Product

Product Name	Product Strength	Dosage Form	UOM Quantity and Volume	Total Prescriptions / Orders	Total Quantity Dispensed
Truvada	200-300MG	Tab	30.00	1,571	45264
Reyataz	150MG	Cap	60.00	653	36841
Sustiva	600MG	Tab	30.00	1,086	30917
Norvir Soft Gelatin	100MG	Cap	30.00	802	37213
Qvar	80MCG/ACT	Aerosol	7.30 Grams	2,891	4043
Combivir	150-300MG	Soln Tab	60.00	369	20559
Atripla	600-200-300MG	Tab	30.00	166	5070
Fuzeon	90MG	Kit	1.00 Kit	88	93
Novolin 70/30	70-30%	Suspensio	10.00 Milliliters	444	5176
Pegasys(4x0.5ml) Syringe	180MCG/0.5	Kit	2.00 Milliliters	91	91
Procrit	20000UNIT/MI	Solution	1.00 Milliliters	71	518
Aptivus	250MG	Cap	120.00	127	15600
Procrit	10000UNIT/MI	Solution	1.00 Milliliters	118	972
Kaletra	200-50MG	Tab	120.00	170	19845
Viread	300MG	Tab	30.00	221	6552
Copegus	200MG	Tab	168.00	90	13281
Combivent	103-18MCG/ACT	Aerosol	15.00 Grams	712	1131
Lovastatin	40MG	Tab	1000.00	4,577	120013
Lexiva	700MG	Tab	60.00	111	6531
Lovastatin	40MG	Tab	500.00	3,981	108955
Rifampin	300MG	Cap	500.00	1,525	46647
Singular	10MG	Tab	90.00	559	17868
Albuterol	90MCG/ACT	Aerosol Soln	17.00 Grams	4,289	6480
Sensipar	30MG	Tab	30.00	79	5202
Viracept	625MG	Tab	120.00	85	9057
Crestor	20MG	Tab	90.00	576	17209
Qvar	40MCG/ACT	Aerosol Soln	7.30 Grams	590	876
Zemplar	5MCG/ML	Solution	1.00 Milliliters	85	1978
Atrovent HFA	17MCG/ACT	Inhaler	12.90 Grams	453	582
Epogen	10000UNIT/MI	Solution	1.00 Milliliters	38	325
Lovastatin	20MG	Tab	500.00	3,196	109216
Humulin 70/30	70-30%	Suspensio	10.00 Milliliters	87	1226
Lupron Depot	7.5MG	Kit	1.00 Count	58	58
Enalapril Maleate	10MG	Tab	1000.00	7,402	305459
Phenytoin Sodium Ext(UDL Card)	100MG	Cap	300.00	1,734	158700
Enalapril Maleate	20MG	Tab	1000.00	6,594	297973
Ibuprofen	600MG	Tab	500.00	7,035	382326
Copaxone Kit(30x1ml)	20MG/ML	Kit	30.00 Milliliters	24	24
Trizivir	300-150-300MG	Tab	60.00	36	1893
Hepsera	10MG	Tab	30.00	58	1698
Hydrochlorothiazide	25MG	Tab	5000.00	7,744	237089
Isoniazid	300MG	Tab	1000.00	5,451	182585
Didanosine DR	250MG	Cap	30.00	198	5943
Glucagon Emergency	1MG	Inj	1.00 Kit	67	359
Gemfibrozil	600MG	Tab	500.00	2,688	155601
Enalapril Maleate	5MG	Tab	1000.00	6,235	251387
Venofor	20MG/ML	Solution	5.00 Milliliters	120	557
Aspirin	81MG	Chew Tab	36.00	6,504	214582
Aspirin EC	81MG	EC Tab	1000.00	7,086	287188
Ranitidine HCl	150MG	Tab	500.00	5,542	331577
Total				94,477	

Date Range: 11/1/2005 to 10/31/2006

# Appendix E

## Laube Settlement

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA  
MONTGOMERY DIVISION

LINDA LAUBE, et al.,

Plaintiffs,

v.

DONAL CAMPBELL, et al.,

Defendants

2004 JUN 25 P 6:03

)  
) P. HACKETT, CLK  
) DISTRICT COURT  
) CIVIL ACTION

No. CV-02-T-957-N

CLASS ACTION

MEDICAL SETTLEMENT AGREEMENT

I. INTRODUCTION

- A. Plaintiffs. Plaintiffs in this class action are all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility. This action was filed seeking declaratory and injunctive relief for violations of their Eighth and Fourteenth Amendment rights. In their complaint, Plaintiffs allege that women with serious medical needs<sup>1</sup> receive constitutionally inadequate medical care.
- B. Defendants. Defendants in this case are Donal Campbell, Commissioner of the Alabama Department of Corrections ("ADOC"); Bob Riley, Governor of Alabama; Gladys Deese, warden of Julia Tutwiler Prison for Women; and Mary Carter, warden of Birmingham Work Release. All Defendants are sued in their official capacity. The Plaintiff class and all Defendants are parties to this *Final Medical Settlement Agreement* "*Medical Agreement*"). The term "Defendants" refers to all these Defendants and their successors, agents, and assigns.
- C. Scope. This *Medical Settlement Agreement* is submitted and entered into as a settlement of claims for declaratory and injunctive relief regarding medical care as set forth in paragraphs 101-162, 168-171, and 180 in Plaintiffs' *Second Amended Complaint*, filed on December 18, 2002. The United State District Court for the Middle District of Alabama shall retain jurisdiction to enforce the terms of this *Medical Settlement Agreement* and shall preside over any further proceedings, as necessary. The parties hereby agree to the following terms.

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<sup>1</sup> For purposes of this Settlement Agreement, "medical" shall refer to physical, mental and dental health care and treatment.

## II. ACCESS TO CARE

- A. Necessary medical services. Women incarcerated in an ADOC facility are entitled to all medically necessary services in a timely manner. Medical necessity includes control of pain, prevention of disease, prevention of deterioration of function, and reduction of mortality.
- B. Daily sick call. Sick call will be available every week day, excluding medical contractor holidays, to prisoners in all areas of the population at all women's facilities, including general population, segregation units or "lock-up cells", isolation units, and special management units. Within 24 hours of being placed in a lock-box, sick-call slips will be reviewed by a nurse, or higher level practitioner according to appropriate written triage protocols. At least one primary care physician (or psychiatrist, for mental health triage) must be involved in developing these protocols and in reviewing and updating them at least every two years. Each physician involved in this process shall sign and date the protocols (including each update) upon his or her review and approval.

A prisoner requesting medical care shall be seen by a nurse trained in physical assessment (and supervised by a Registered Nurse) or a higher level practitioner within 48 hours after her request has been received by health care staff. Any prisoner who is seen by a nurse two consecutive times for the same symptoms will be referred to a higher level practitioner. This does not *require* two sick calls before a patient can be referred to a higher level practitioner; a registered nurse may make such a referral after a single sick call in accordance with appropriate triage protocols. Prisoners presenting symptoms requiring emergency or infirmary care shall be given immediate medical care. Sick call shall not be conducted between midnight and 6:00 a.m.

- C. Access to medical care at work release programs. Women housed in ADOC work release programs shall be provided necessary and timely medical care, including care for chronic conditions, as described in this *Agreement*. Women housed in work release may affirmatively opt out and seek medical care from providers other than the ADOC if the prisoner pays for this care herself.
- D. Segregation. Medical staff shall be notified promptly when a prisoner is placed in any type of isolation or segregation cell. If a woman is placed in the "lock-up" cell in Birmingham Work Release at a time when no medical staff are on site, medical staff shall be notified of the placement as soon as medical staff return to Birmingham Work Release Center. Upon notification, medical staff shall review the prisoner's medical record to determine whether her existing medical needs make placement in such a cell inappropriate or require that the prisoner receive extra observation, accommodation, or medical attention during her placement in the cell. Medical staff shall document their review and recommendations in the prisoner's medical record and promptly forward a copy to the supervising correctional officer for appropriate action. Prisoners placed in an isolation or segregation cell at Tutwiler Prison must be monitored daily by health care staff. Women placed in the "lock-up" cell in Birmingham Work Release shall have access to a working

intercom system, or shall be monitored by video. Security staff shall conduct visual inspections of the "lock-up" cell at least every 30 minutes, and shall notify medical staff promptly if they suspect that a prisoner in the cell is experiencing a medical problem. Medical monitoring activities must be documented in each prisoner's medical record.

### III. INTAKE

- A. **Intake.** All prisoners entering Tutwiler Prison will be medically screened by a nurse or higher level practitioner within 12 hours of admission. The results of this screening shall be documented in each prisoner's medical record. The minimum components of the screening shall include, but shall not be limited to, the following: documented inquiry into current illness, communicable diseases, symptoms of tuberculosis, alcohol/chemical use/abuse history, allergies, current medications, dental status and screening, mental health problems, obstetrical history, current or past mental health treatment, and chronic health problems; observation of state of consciousness, mental status, appearance, conduct, bodily deformities and ease of movement, signs of trauma, signs of rashes and infections; documented explanation of the procedures for access to medical, mental health and dental services. In addition to explaining the procedures for accessing care, ADOC representatives shall provide all prisoners at intake a written description these procedures that the prisoners may keep. A suicide risk assessment using nationally accepted tools shall be conducted at the initial intake screening. Prisoners who are determined to pose a suicide risk at intake or at any other time during their incarceration shall be referred immediately to a qualified mental health provider for further assessment and treatment and shall be placed under an appropriate watch to prevent suicide.
- B. **Tuberculosis testing.** Tuberculin skin test screening shall be performed in accordance with Alabama Department of Public Health regulations and policies, and said test shall be read by a qualified medical provider within 48-72 hours of administration.
- C. **Initial Physical Exam.** The first physical examination must be completed by a physician, physician assistance or nurse practitioner within seven days of intake. For all women, the initial physical exam shall include a pap test, cervical screening for chlamydia and gonorrhea, serum testing for syphilis, and urine screening for pregnancy. Where possible, the intake history and physical exam should be performed by the same individual.

### IV. CONTINUITY OF CARE

- A. **Continuity of care.** To ensure continuity of care and prevent lapses in medication, the ADOC, through its agents or contractors, shall develop a written policy and implement a procedure that will ensure that upon admission to Tutwiler Prison, there is no disruption in the continuity of medication for persons with a chronic or acute illness. If a woman can identify her medication at intake at Tutwiler, then the medication shall be continued if the prescription for such medication can be verified by a physician or pharmacist. Where such verification is not obtained within 24 hours of intake, the woman must be seen by a physician or physician's assistant within 48 hours of admission who will prescribe

necessary medication. Continuity and availability of medication and treatment will be maintained when prisoners are transferred between ADOC facilities, between ADOC and hospital facilities, or between ADOC and local detention centers. The ADOC is not responsible for medical care provided at local detention centers.

- B. Discharge planning. For women who are in need of further medical care after discharge from the facility, the ADOC, through its agents and contractors, shall develop and implement a program for discharge planning that includes scheduled follow-up appointments and appropriate referrals to community medical and mental health services. Prisoners on prescribed medication shall be given at least a 10-day supply of their medication upon discharge. For prisoners on medication for serious mental illnesses as defined by ADOC Administrative Regulation 455, the ADOC, through its agents and contractors, shall make best efforts to secure an appointment with the community mental health provider for within 10 days of the prisoner's release. If an appropriate appointment cannot be made for within 10 days of the prisoner's release, the prisoner shall be provided an additional 20 days of her prescribed medication, so long as the prisoner signs a written acknowledgement that the packages containing their medications are not child proof. Prisoners taking HIV medications shall be given at least a 30-day supply of medication on release of HIV medications.

The ADOC, or its agents and contractors, shall collaborate with the local office of the Social Security Administration (SSA) to identify and assist prisoners who may be eligible for federal benefits upon release. Collaboration shall include (1) inviting SSA representatives to provide on-site training regarding their pre-release program, (2) notifying prisoners of the pre-release program (including eligibility requirements) and coordinating with volunteers to help women complete applications, (3) identifying potential pre-release applicants and notifying the local SSA office the names, social security numbers, dates of birth, and anticipated discharge date of these women, and (4) providing relevant medical records.

## V. MEDICAL SERVICES

- A. Periodic health assessments and examinations. The ADOC, through its agents or contractors, shall provide periodic health assessments for women prisoners in accordance with NCCHC standards and protocols promulgated by nationally recognized professional organizations. Women prisoners shall receive annual pap smears unless more frequent pap smears are medically ordered. Women prisoners shall also receive periodic mammograms as recommended by the American Cancer Society. Prisoners with abnormal pap smears or mammograms will be informed about the results of their tests and receive appropriate and timely follow-up testing and treatment based on recommendations of the American Cancer Society or ACOG. Women prisoners shall receive a tuberculin skin test annually or more frequently if exposure to tuberculosis is suspected.
- B. Emergency medical services. Emergency medical services, including emergency transport service to community hospitals, will be available twenty-four hours a day, seven

days a week through an on-call physician service and/or on-site health care staff.

- C. **Dental services.** All dentists must be currently licensed. Women requiring treatment for relief of acute oral and maxillofacial conditions characterized by trauma, infection, pain, swelling or bleeding which are likely to remain acute or worsen without intervention, must be provided appropriate dental care (including effective infection and pain control) promptly. Women requiring treatment for the control of extensive subacute dental or oral pathology, must be provided dental care within 30 days. This care shall not be limited to extractions or temporary fillings, but also includes restoring carious teeth, extractions, long-term management of periodontal disease, and endontic and prosthodontic procedures needed to retain or restore essential masticatory function. Women requiring ongoing treatment for chronic dental or oral pathology and for the restoration of essential function must be seen within 60 days. For women who are prescribed dental prosthetics such as dentures, impressions for such prosthetics shall be made as soon as it is medically appropriate to make such impressions. The dental prosthetic shall be available within 60 days of impression. All prisoners will have the opportunity to have their teeth cleaned at least once every 24 months. Individuals at risk of periodontal diseases because of age, tobacco use, rate of accumulation of deposits, medication, or medical conditions such as diabetes or HIV infection, may need to be cleaned more often, in accordance with the standard of care for their conditions.
- D. **Infection control.** An infection control program that includes airborne and blood-borne pathogen control plans conforming to Centers for Disease Control ("CDC") regulations, guidelines and recommendations shall be developed and implemented. The program must include appropriate training for correctional and health care staff consistent with these recommendations and guidelines. The airborne and bloodborne pathogen plans must be reviewed and updated every two years or sooner if appropriate.
- E. **Tuberculosis prevention and treatment.** The ADOC, through its agents or contractors, shall promptly diagnose, and treat any individual with a reasonable suspicion of contagious tuberculosis as directed by the Alabama Department of Public Health. Any individual who reports or exhibits symptoms of tuberculosis, including HIV-positive persons, shall be isolated immediately in a properly functioning negative pressure room and have a chest x-ray as soon as possible but in no event later than 96 hours from the reporting of the symptoms. Follow-up treatment and testing shall be conducted according to the recommendations and guidelines of the CDC. Persons with a positive tuberculin skin test result shall be provided a chest x-ray as soon as possible but in no event later than 96 hours of identification of the positive skin test result. Prisoners with chest x-rays that show possible active tuberculosis infection will receive prompt follow-up evaluation and treatment and will be placed in respiratory isolation until active tuberculosis has been ruled out. Preventive treatment for tuberculosis shall be offered to any prisoner with a positive PPD skin test whose anticipated length of stay is greater than two months. Prisoners who receive positive skin tests or suspicious chest x-rays will be counseled about the meaning of these test results. In the event that an active case of TB is identified in the facility, an appropriate contact investigation as directed by the Alabama Department of Public Health



will be conducted and all potentially exposed individuals will be provided detailed and thorough educational materials about tuberculosis infection. The Alabama Department of Corrections shall maintain appropriate facilities and/or make appropriate referral outside prison facility for respiratory isolation that are consistent with the recommendations of the CDC.

- F. Chronic illnesses. The ADOC, through its agents or contractors, shall implement policies and procedures to ensure that the overall standard of care for women with serious chronic medical conditions is consistent with clinical guidelines adopted by the NCCHC as detailed in the *Standards for Health Services in Prisons* and the current clinical guidelines posted on their web-site. For chronic conditions where NCCHC clinical guidelines are not yet available, the ADOC through its agents and contractors, shall provide treatment consistent with nationally accepted clinical guidelines.

For each individual identified with a chronic illness requiring ongoing medical care, a health care treatment plan shall be developed that includes, at a minimum, the following: a written initial evaluation containing short and long range treatment goals by a licensed physician; regular check-ups at least once every 3 months by the chronic care director or higher level practitioner, unless a different period is ordered by a physician; and baseline and quarterly laboratory work and other diagnostics appropriate for the disease. The treatment plan's short and long range goals must be reviewed and updated at least annually in a face-to-face assessment by the attending physician or more frequently as determined by the physician or chronic care director. For patients requiring chronic care, co-payments shall not be assessed for regularly scheduled chronic care clinics.

- G. Hepatitis A, B, and C. The ADOC, through its agents and contractors, shall make best efforts to secure grant money to ensure that women are counseled, evaluated and vaccinated for hepatitis A and B by October 2005. All women prisoners who are HIV-positive will be vaccinated for hepatitis B.
- H. Prosthesis. Women requiring a prosthesis will be fitted for such a device within 60 days of prescription. If a prosthesis no longer fits a prisoner, she will be re-fitted for a revised or new prosthesis within 90 days. Prisoners requiring a prosthesis shall be considered chronic care patients for the period necessary to adjust a new, replacement, or refitted prosthesis, and women will receive follow-up care during this adjustment period as medically ordered.
- I. Women's health care. Women prisoners must be provided treatment for osteoporosis, menstrual abnormalities, ovarian and cervical abnormalities and menopause in accordance with the guidelines of the American College of Obstetricians and Gynecologists. Preventive screening shall be provided in accordance with the American Cancer Society.
- J. Pregnancy. Pregnant prisoners shall be monitored regularly by a medical doctor or physician assistant with obstetric specialty, in accordance with American College of Obstetrics and Gynecology ("ACOG") guidelines for prenatal care. Pregnant women shall be provided an appropriate diet and supplemental vitamins, and given the opportunity to

available  
only  
to members

request and receive educational information regarding pregnancy. Gestational diabetics shall be treated according to ACOG guidelines. All high-risk pregnancies, as well as women near term, shall be closely monitored and treated. Upon return from the hospital post-delivery, women prisoners will be allowed appropriate bed rest and time for recovery.

- K. Specialty care. Patients requiring necessary medical services that cannot be provided in the facility in a timely manner shall be provided timely access to an outside specialist for diagnostic services or medical care. Where approval by the state medical director is required for specialty care, such approval or denial shall be documented. The ADOC, through its agents and contractors, shall make best efforts to ensure that the outside specialist's diagnoses and test results in addition to the specialist's orders for further testing, treatment and diagnostic services are documented in the patient's prison medical record. Orders shall be carried out in the manner prescribed by the specialist, unless a deviation or override is ordered by the attending physician at the facility. Such a deviation or override must be affirmatively medically justified and documented in the medical record of the prisoner. Necessary off-site care shall include follow-care and monitoring prescribed by the off-site specialist.
- L. End of life care and care for the elderly. Elderly patients and those in the terminal stages of a disease shall be provided appropriate care and treatment, including pain control, adequate nutrition, accommodations for mental and physical deterioration, and other appropriate palliative care.
- M. Patient education. Patient education shall include one-on-one counseling by medical staff at the time care is provided. The ADOC medical provider shall inform patients of the results of any medical tests and assessments within 10 days of receipt of these results in a manner that protects the privacy of the patient, and shall provide appropriate post-test counseling. Prisoners shall not be charged a co-pay for receiving this information. The ADOC, through its agents and contractors, shall also implement a program to make available to patients up-to-date written information in the areas of infectious and communicable disease, and chronic illnesses. Clinical staff knowledgeable about HIV/AIDS shall provide HIV education for all new prisoners. Prisoners who are HIV-positive shall be provided on-going education and confidential counseling about HIV. This education and counseling may be provided in a structured peer education and support program. The ADOC and its medical provider shall cooperate with health organizations, or community organizations working in conjunction with health organizations, to provide prisoners educational materials and services regarding medical conditions, treatment, and related social services.
- N. HIV/AIDS. Prisoners who learn they are HIV+ in prison shall be informed of their test results and receive appropriate post-test counseling in a confidential setting. Treatment of HIV/AIDS shall be consistent with Department of Health and Human Services guidelines and recommendations.

- O. Staphylococcus aureus. The Alabama Department of Corrections, through its agents and contractors, shall continue to develop and implement a program based on FBOP guidelines to treat and to minimize the spread of staphylococcus aureus, including methicillin-resistant staphylococcus aureus (MRSA), and shall work with the Correctional Healthcare Monitor to continually update and improve this program.
- P. Therapeutic medical diets. Diabetics, as well as patients requiring low salt, renal, low cholesterol, high calorie, or other special diet, shall be provided a medically appropriate diet as approved by a registered dietician. Special medical diets may be ordered by mid- or higher-level medical providers.
- Q. Mental health care. Defendants' mental health consultant Jane Haddad has conducted on-site audits and reviews of the women's prison facilities to determine mental health housing and treatment space needs, as well as training, programming, reporting, treatment, and staffing needs. Defendants have implemented and shall continue to implement all of Dr. Haddad's recommendations as set forth in her report of her January 15-16, 2004, audit. Within 6 months of final approval of this *Agreement*, Defendants shall begin renovations of Dormitory 2 at Tutwiler Prison to provide for a group room, dayroom, two offices spaces, and a reduction of beds to no more than forty beds. Defendants further agree to use their best efforts to add a nursing station, and six single cells for crisis intervention and intensive psychiatric stabilization, within 3 years of final approval of this *Agreement*. Until these renovations are completed, the ADOC, through its agents and contractors, may but shall not be required to provide 24/7 mental health nursing coverage in the mental health unit. Until these renovations are completed, the ADOC, through its agents and contractors, shall work with Dr. Haddad to determine and implement the measures necessary to ensure that individuals needing intensive psychiatric stabilization and residential treatment levels of treatment receive adequate mental health care.
- R. Mental health auditor. Dr. Haddad, or another mental health consultant mutually agreed upon by the parties, shall continue in her current capacity as Defendants' mental health consultant, with on-site inspections at least 3 times a year, for the duration of this *Agreement* or 3 months past the date the Residential Treatment Unit becomes fully operational, whichever period is shorter. The mental health consultant shall be paid by the Defendants and be reimbursed for reasonable expenses for the first 2 years, and by counsel for Plaintiffs for the remainder for her tenure. If Dr. Haddad is no longer able to act as mental health consultant, and parties are unable to agree on a mental health consultant within 30 days of her departure, parties will each submit to the Magistrate Judge the names of three suggested consultants, and the Magistrate Judge will select the mental health consultant.
- S. Chronic Mental Illnesses. The ADOC, through its agents and contractors, shall implement policies and procedures to ensure that the overall standard of care of women with serious chronic mental health conditions is consistent with clinical guidelines adopted by the American Psychiatric Association.

- T. **Suicide Prevention and Treatment Program.** ADOC, its agents, and contractors, shall continue to implement an effective and comprehensive suicide prevention and treatment program.
- U. **Self-Injurious Behavior.** Prisoners who engage in self-injurious behavior must receive appropriate and timely mental health intervention including treatment and counseling. Such a prisoner shall also be evaluated by a qualified mental health professional. Only if that professional determines that the behavior was engaged in solely for the purpose of secondary gain may disciplinary action be considered.
- V. **Crisis Intervention and Follow-Up Care.** Together with the mental health auditor, Defendants will write and implement policies and procedures to ensure that mental health crises and urgent requests for mental health intervention are addressed by qualified mental health staff immediately. Following a mental health crisis such as a psychotic episode or suicide attempt, prisoners shall receive appropriate treatment, counseling, and observation as ordered by the treating psychiatrist.
- W. **Depression and Abuse.** Counseling must be available to women prisoners to address depression and to resolve issues associated with victimization from sexual and physical abuse.
- X. **Vulnerable Populations.** The ADOC, working with its mental health provider, shall develop and implement a policy to protect vulnerable prisoners (particularly mentally ill and/or mentally retarded women) from intimidation, harassment, and abuse.

## VI. STAFFING

- A. **General.** ADOC, through its agents and contractors, shall create and fill a sufficient number of qualified permanent medical, nursing, and ancillary health care staff positions (i.e. medical records clerks, lab tech, etc.) to carry out all aspects of this *Medical Settlement Agreement*.
- B. **Licensure and credentials.** ADOC, through its agents and contractors, shall make best efforts to hire primary care physicians who hold a current valid, unrestricted license to practice medicine in Alabama. In the event Defendants cannot find a primary care physician with an unrestricted license, Defendants will seek approval of a Magistrate Judge to hire a physician with a restricted license in order to avoid a lapse in medical coverage. Such a hire shall be temporary, though Defendants may seek re-approval of a Magistrate Judge in extraordinary circumstances. Parties consent to the jurisdiction of a Magistrate Judge, and Plaintiffs will not seek fees, for disposition of this issue.

Nurses must hold current applicable licenses. All other ancillary personnel must meet applicable state regulatory requirements and training standards. Personnel working under a license or certification who are subject to restrictions or conditions imposed by the licensing agency, or who have formal complaints filed against them, must immediately

report such restrictions, conditions, or complaints to the Medical Director. Nurses shall not make nursing assessments or decisions outside the scope of their license and training.

- C. **Orientation and training.** Medical and nursing staff must be currently certified in cardiopulmonary resuscitation ("CPR"). All medical and nursing staff who provide sick call shall receive regular training to maintain competence in current methods for diagnosing and treating medical complications associated with acute and chronic illness, including the ability to recognize when referral to a physician, mental health provider, or specialist is necessary. Medical and nursing staff shall also be trained to recognize the signs and symptoms of mental illness, including potential suicide risk and how to react appropriately to such symptoms and risks. All medical and nursing staff shall be provided a copy of this *Agreement*.
- D. **Security staff.** All correctional security staff shall receive regular training regarding HIV, hepatitis and tuberculosis infection, including modes of transmission and universal precautions. All security staff shall have current training in CPR and in Basic First Aid. Security staff shall also be trained to recognize the signs and symptoms of mental illness, including potential suicide risk and how to react appropriately to such symptoms and risks. Security staff will not interfere with the provision of necessary medical care. Security staff shall follow medically ordered restrictions on inmate activity such as bedrest, lifting or work restrictions, bunk profiles and needs for special shoes or clothing.

## VII. PHARMACEUTICALS

- A. **Formulary.** The drug formulary must contain modern pharmaceuticals for diagnoses prevalent in the correctional setting, updated at least every 6 months by a team of providers that includes a primary care physician and psychiatrist. The formulary must include drugs in the following classes, among others: (1) atypical anti-psychotics, (2) proton pump inhibitors, (3) angiotensin receptor blockers, (4) selective serotonin reuptake inhibitors, (5) statins, and (6) antiretrovirals.
- B. **Off-formulary medications.** A formulary waiver process that does not inhibit the timely delivery of medications prescribed for medically necessary conditions shall be implemented.
- C. **Administration.** The ADOC, through its agents and contractors, shall develop and implement a system to provide medications in a timely manner and to track and correct problems with the dispensing and administration of medications. Medication normally stocked in the pharmacy must be made available for the administration of the first dose within 24 hours of intake, and within 24 hours of prescription by the physician. Other medications must be available within 48 hours of prescription. Medication shall be administered at times and in a manner (with food, for example) consistent with prescribing guidelines defined by the Food and Drug Administration or as prescribed by a physician. Prisoners refusing medication must be provided counseling regarding the consequences of incomplete adherence; both the refusal and the counseling must be documented and in-

person. Nothing in this paragraph precludes the forced administration of medication, so long as such forced medication is administered according to current written policy. If medication is not administered to a prisoner, the reason must be documented and signed by the health care staff responsible for medication administration. Correctional staff shall not administer dose by dose medication to prisoners, except at Birmingham Work Release.

There must be general pill call at least three times a day. Management of pharmaceuticals must be in accordance with state and federal law.

- D. Keep on person medications. The ADOC, through its agents and contractors, shall develop and implement reasonable criteria, policies, and procedures for prisoners to be issued appropriate medications to keep on their persons.
- E. Continuity of medication. The ADOC, through its agents and contractors, shall develop and implement written protocols designed to ensure that there are no lapses in medication.

### VIII. RECORDS AND REPORTS

- A. Prisoner health care records. Medical care, including dental and mental health treatment, provided to prisoners shall be accurately documented in each prisoner's medical record. Medical records and health record policies and procedures shall comply with current NCCHC Standards. The records must include all reports received from outside hospitals and emergency rooms, current treatment plans, requests for medical attention, and responses by medical staff. Individual medical records shall be maintained on a current basis, with no more than a 7-day lag for filing new paperwork (except for current MAR's, which must be promptly filed at the end of each month). Patients' health care records shall be available to and used by all healthcare workers in each clinical encounter with the patient.
- B. Prison health care logs. The ADOC, through its agents and contractors, shall maintain current and ongoing logs tracking health care requests, all clinical encounters, complaints, grievances, and chronic care clinics, conforming with NCCHC Standards.

### IX. PHYSICAL PLANT

- A. Infirmary. The quality improvement committee (see below) shall review the capacity of the Tutwiler infirmary (including the "green rooms" or "psychiatric stabilization units") and provide written guidelines as to types of services appropriate for infirmary care. The infirmary unit shall conform with NCCHC standards including the requirement that all infirmary patients must be within sight or sound of nursing or medical staff at all times. Physician rounds shall be conducted 5 days a week, and an RN or higher level medical provider shall be present at the infirmary each day.
- B. Medical isolation. Negative pressure in the medical isolation unit shall be documented daily when in use and monthly when not in use. If there is not a working room or not

enough rooms at the prison facility, the ADOC shall make appropriate referral outside prison facility for respiratory isolation.

- C. **Heat and shade.** Defendants shall develop and implement a heat plan that includes policies and procedures ensuring sufficient means of cooling and hydration for heat-sensitive individuals to prevent dehydration, heat exhaustion, heat stroke, and other adverse consequences of heat.
- D. **Sanitation.** All areas housing or temporarily holding prisoners with illnesses, or where prisoners receive medical care or testing, shall be thoroughly cleaned on at least a daily basis or more often if necessary, shall be disinfected between placements, and shall be kept in good physical condition.
- E. **Medical examination rooms.** An adequate number of clinical examination rooms shall be provided, containing an examination table and hand washing facilities to ensure private examinations.
- F. **Equipment.** The ADOC shall provide at Tutwiler prison appropriate and operative equipment, such as automatic defibrillators, to respond to medical emergencies. Staff shall be properly trained to use such equipment. If dialysis is conducted on-site, staff shall be trained in proper methods, and appropriate equipment and space shall be available to perform dialysis. Prisoners who enter prison with respiratory or other medical equipment that is necessary to enable their functioning shall be allowed to use their own equipment or shall be provided appropriate equipment. The ADOC shall ensure that any such equipment receives necessary and timely servicing and replacement. Each facility shall also have a sufficient number of wheelchairs and handicap-accessible bathroom facilities (including toilets, sinks and showers).

## X. QUALITY ASSURANCE

- A. **Ongoing quality management.** A quality management program consistent with nationally accepted standards shall be implemented. A monthly administrative committee shall meet to review audits designed to improve quality of health care. A quality improvement committee that includes a representative of the correctional staff will perform at least quarterly reviews of major components of healthcare at each women's facility, including at least the following: access to healthcare, medication management, nursing services, physician services, access to specialty care, mental health services, pharmacy services, dental services, subcontractor services, infection control procedures, healthcare records, sick call services, intake screening and evaluations, chronic disease services, infirmary care, diagnostic services, discharge planning, and adverse patient occurrences including all deaths. The quality management program must review each of these areas, identify any deficiencies in services to prisoners as well as any staff training needs, and produce corrective plans to address the deficiencies and recommend improvements.

Performance in these areas shall be quantified on a quarterly basis, trended, and analyzed for opportunities for improvement. Remedies shall be implemented expeditiously, followed by re-measurement to assess the results of the interventions. The quality management program shall include ongoing assessment of the effectiveness of corrective plans and actions. The staffing of the women's facilities shall be reviewed by Defendants at least every six months and adjustments made to ensure adequate staffing at all times.

- B. Mortality reviews. A mortality review of all deaths must be completed within 30 days of each death. The review is to be conducted by a team that includes an independent physician (one who is not the primary care provider at the institution where the death occurred). This review shall consider any and all aspects of custody and health care that may have contributed to the death. The results of this review shall be documented and used to develop interventions to prevent future adverse consequences.
- C. Correctional Healthcare Monitor. Parties have agreed on Dr. Michael Puissis as the Correctional Healthcare Monitor ("Monitor") to monitor compliance with this *Medical Settlement Agreement*. The Healthcare Monitor shall be a neutral monitor responsible to the Court. The Monitor shall be paid by the Defendants and be reimbursed for reasonable expenses to a maximum amount agreed to by counsel for parties. The Monitor shall have access to women prisoners and their medical records, to members of the medical and security staff, and to any other information or documents he or she deems necessary to determine compliance with this *Medical Settlement Agreement*. The Monitor shall conduct an initial assessment within 60 days of the Court's approval of this *Medical Settlement Agreement* and make written recommendations regarding deficiencies that prevent compliance with this *Agreement*. The Monitor shall make quarterly on-site inspections of Tutwiler and BWR per year. If the ADOC, its contractors and agents are determined to be in substantial compliance of the *Agreement* for three consecutive inspections in the second year, the Monitor shall make only two on-site inspections per year for the remainder of the *Agreement*. The Monitor may bring additional medical experts as needed to properly evaluate the health services provided to Plaintiffs. The Monitor shall prepare audit reports following each inspection, and items for improvement shall be addressed in a subsequent corrective plan by the institution's quality improvement committee. The Monitor shall provide copies of his or her reports to the Court, Defendants', and Plaintiffs' counsel.

## XI. IMPLEMENTATION AND ENFORCEMENT

- A. Notice. The Commissioner of the ADOC and his representatives shall provide a copy of or explain the terms of this *Medical Settlement Agreement* to all of their agents, representatives, and employees in any way connected with medical care of class members, in order to ensure their understanding of the scope and substance of this *Agreement*. Women entering Tutwiler shall be provided an information sheet, mutually approved by all parties, informing them of the existence and material terms of this *Medical Settlement Agreement*. In addition, at least 3 copies of this entire *Medical Settlement Agreement* shall be maintained in the Tutwiler library.



- B. **Enforcement.** If the ADOC, its agents or contractors, fail to comply with the terms and conditions of this *Medical Settlement Agreement*, Plaintiffs' counsel may apply to the Court for a finding of contempt or other appropriate relief. Prior to approaching the Court for such relief, Plaintiffs' counsel will bring, in writing, any deficiencies to the attention of the Defendants and the Healthcare Monitor or Mental Health Auditor, as appropriate, and will make reasonable attempts to resolve the issues informally. Issues that cannot be resolved informally between the parties shall be brought to the attention of the Magistrate Judge, who will attempt to mediate a resolution, before Plaintiffs' counsel will move the Court for an Order for Defendants to show cause why they should not be held in contempt.
- C. **PLRA findings.** The parties agree, and the Court hereby finds at this time, and an after independent review, that the prospective relief set forth in this *Medical Settlement Agreement* is narrowly drawn, extends no further than necessary to correct the violations of federal rights set forth in paragraphs 101-162, 168-171, and 180 in Plaintiffs' *Second Amended Complaint*, and is the least intrusive means necessary to correct these violations. The parties agree, and the Court after an independent review hereby finds after an independent review of the *Medical Settlement Agreement*, that this *Agreement* will not have an adverse impact on public safety or the operation of the criminal justice system. Accordingly, the parties agree, and the Court hereby finds, that this *Medical Settlement Agreement* complies in all respects with the provisions of 18 U.S.C. § 3626(a). This *Medical Settlement Agreement* is not intended to have any preclusive effect except as between the parties in this action. Should the issue of the preclusive effect of this *Medical Settlement Agreement* be raised in any proceeding other than this action, the parties agree to certify that this *Medical Settlement Agreement* was intended to have no such preclusive effect. This *Medical Settlement Agreement* does not resolve, adjudicate, or bar the damages claims of any former, present, or future class members.
- E. **Attorneys fees.** In the event the parties are unable to hereafter resolve by agreement issues relating to Plaintiff's claim for attorneys' fees, Plaintiffs may petition the Court within thirty days of the date on which the Court enters its Order granting the parties' Joint Motion to Adopt Settlement Agreement, for a resolution thereof.
- F. **Class members.** Parties stipulate to the certification of the class of all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility.
- G. **Modification.** Any party may seek modification of any part of this *Medical Settlement Agreement* for good cause shown. The ADOC, through its agents and contractors, shall continue to implement in a timely manner all parts of this Agreement pending the decision of the Court on any motion for modification.
- H. **Term of Agreement.** This *Medical Settlement Agreement* shall be in effect for four years from the date the Agreement is approved by the Court. Nothing in this *Agreement* is intended to preclude Defendants from moving to terminate the Order in the manner permitted by the Prison Litigation Reform Act.

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IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA  
MONTGOMERY DIVISION

2004 JUN 25 P 6:02

LINDA LAUBE, et al.,

Plaintiffs,

v.

DONAL CAMPBELL, et al.,

Defendants

STELLA R. HACKETT, CLK

U.S. DISTRICT COURT

MIDDLE DISTRICT ALA

CIVIL ACTION

No. CV-02-T-957-N

CLASS ACTION

CONDITIONS SETTLEMENT AGREEMENT

I. INTRODUCTION

1. **Plaintiffs.** Plaintiffs in this class action are all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility. This action was filed seeking declaratory and injunctive relief for violations of their Eighth and Fourteenth Amendment rights.

2. **Defendants.** Defendants in this case are Donal Campbell, Commissioner of the Alabama Department of Corrections ("ADOC"); Bob Riley, Governor of Alabama; Gladys Deese, warden of Julia Tutwiler Prison for Women; and Mary Carter, warden of Birmingham Work Release. All Defendants are sued in their official capacity. The Plaintiff class and all Defendants are parties to this Final Settlement Agreement. The term "Defendants" refers to all these Defendants and their successors, agents, and assigns.

3. **Scope.** This Conditions Settlement Agreement is submitted and entered into as a settlement of claims for declaratory and injunctive relief as set forth in Plaintiffs' Second Amended Complaint, filed on December 18, 2002, as well as a settlement of all attorneys' fees and costs. The parties hereby agree to the following terms.

II. LIVING CONDITIONS.

4. **Population flow.** The ADOC shall provide access to and cooperate with representatives from community corrections programs to identify women who are qualified for community corrections placements. Caseload officers shall receive up-dated information about community corrections, including identification of women appropriate for supervised release programs. Classification reviews for all women (including those at Birmingham Work Release) shall be conducted at least every 6 months. Plaintiffs' counsel, paralegals, consultants, and experts shall be permitted on a semi-annual basis to review institutional records and other documents relevant

to classification for the purpose of identifying mistakes and working cooperatively with the ADOC and its representatives to correct such mistakes.

5. **Heat.** Dormitories housing special populations (mental health, aged and infirm, or HIV-positive) shall be kept at ambient temperatures between 65 and 85 degrees Fahrenheit. The ADOC shall purchase and maintain five additional commercial ice machines (or enough ice machines to increase current ice production by 50%) suitable for use in correctional facilities, and shall make ice freely available to women at Tutwiler Prison at all times. Women shall have the option of wearing shorts starting at 3:30 p.m. Additional showers shall be permitted when temperatures reach 85 degrees Fahrenheit or higher in the dormitories. The ADOC shall conduct temperature readings twice daily in each living unit, install thermometers in each dormitory, and calibrate temperature guns as necessary. Neither fans nor air conditioning shall be turned off for punitive purposes.

6. **Shade.** The ADOC shall provide shaded outdoor enclosures attached to each dormitory at the main Tutwiler facility. The ADOC need not provide such enclosures to Dorm 5 (formerly the chapel) and Dorm 10 (the freestanding structure at the north side of the prison) so long as women housed in those dorms are provided regular programming that incorporates outdoor exercise time on weekdays.

7. **Outdoor exercise.** For every woman housed in the dormitories, defendants shall provide an opportunity for outdoor recreation in the large recreation yard at least one hour per day, five days per week. Defendants shall make best efforts to maximize the amount of time permitted outdoors during the weekends. For women housed in the mental health unit, receiving unit, or HIV+ unit, the ADOC may conduct exercise time in the smaller yards attached to those units.

8. **Segregation exercise.** For women in segregation, Defendants shall provide an opportunity for outdoor recreation at least 45 minutes a day, seven days a week.

9. **Visitation.** All women shall be allowed at least two visits with family and loved ones each month.

10. **Physical plant.** The ADOC shall alter the windows in the Tutwiler facility so that the top row of windows that can be safely opened to at least 45 degrees, and the bottom row of windows can be fully opened for air circulation.

11. **Facility maintenance.** The ADOC shall develop a preventative maintenance schedule and policy for upkeep of critical facility functions, including but not limited to locks, plumbing, electrical systems, roof structures, drop ceilings, windows, floors, HVAC systems and window air conditioning units used in living spaces, laundry systems, dishwashing equipment, cooking equipment, and refrigeration units. The maintenance schedule shall provide for review and upkeep of all covered areas at least quarterly. A log, containing updated reports of the status of all facility maintenance, will be kept on site. Heating, air conditioning units, and ice machines

that malfunction shall be repaired promptly. When on-site maintenance staff or ADOC engineering staff are not able to make the repair within 24 hours, the ADOC shall secure a qualified person to make the repair. Ice machines that malfunction shall be repaired within 7 days, unless a necessary replacement part is not available during that time. The ADOC shall secure sufficient ice from other machines or outside sources when one or more ice machines are broken.

12. **Toilets and showers.** The ADOC shall continue to make daily checks Monday through Friday of each toilet and shower area for maintenance needs. Such checks, the problems noted during such checks, and the steps taken to remedy those problems shall be documented.

13. **Environmental safety.** The ADOC shall thoroughly and safely disinfect and clean each living area at least once a month, and shall ensure that each living area receives monthly pest control services for spiders, roaches, and other vermin. Women shall be permitted sufficient, supervised access to cleaning supplies and equipment, including a disinfectant such as bleach, to keep all living and bathing areas clean. Bathroom and bathing areas, as well as living areas, shall be regularly cleaned to control mold and staphylococcus in a medically sound manner.

14. **Laundry.** For every 250 women for whom the Tutwiler laundry facility is doing laundry, there shall be available and functional at least one 125 pound capacity washer, one 125 pound capacity dryer, and one presser.

15. **Ventilation.** The ADOC shall install and maintain an exhaust fan in each of Dormitories 1-8 that are not temperature controlled. The ADOC shall install 2 exhaust fans in Dormitory 9. In the segregation unit, at least one wall-mounted rotating fan shall be installed and maintained for every 3 cells.

16. **Recreational opportunities.** Recreational equipment (such as softball, volleyball, and basketball equipment) shall be available during the time that the recreation yard is open. Women shall be permitted and encouraged to organize exercise classes, subject to reasonable limitation on the number and frequency of such classes according to the availability of correctional officers to supervise the women participating in such classes. Notice of the availability of exercise equipment and exercise classes shall be included in the daily institutional newsletter at least once a month and at orientation. Defendants shall cooperate with community, civic and nonprofit groups, and dormitory representatives to continually improve and increase recreational activities for women.

17. **Drug treatment.** The ADOC shall provide adequate and appropriate drug treatment programs to accommodate all women who are sentenced to complete such programs. Where the completion of a drug treatment program is a condition of release, including in split sentences, and the prisoner can be released upon completion of a drug treatment program, such a woman shall be placed in the next available drug treatment program.

18. **Programming.** The ADOC shall provide adequate and appropriate vocational, educational, industrial, therapeutic, or other appropriate programming to accommodate at least 60% of the total female inmate population. The ADOC shall continue to cooperate with community, civic and nonprofit groups to continually improve and increase programming opportunities to women.

### III. SAFETY AND SECURITY.

19. **Staffing.** Security officers shall be on post in sufficient numbers so that each officer is supervising no more than 50 women each in the dormitories. The ADOC shall document the overall vacancy rate among staff positions authorized for working directly with inmates. This vacancy rate shall not exceed 10 percent for any 18-month period. Security officers with duties that include direct inmate supervision shall not work more than 16 hours at a stretch, and must have at least 8 hours off between shifts.

20. **Lines of sight.** The ADOC shall make best efforts to ensure that there are no blocked lines of sight from any security post throughout the area that post is intended to secure. Doors where inmates regularly enter or exit a room shall not obstruct the line of sight. Doors may be made entirely or partially of grilled bars, or shall have large windows at eye level to permit continuous lines of sight between areas separated by the door.

21. **Drug testing.** The ADOC shall develop a drug testing policy containing comprehensive safeguards for drug testing accuracy at Birmingham Work Release. Plaintiffs' counsel shall be permitted to review and comment on the policy prior to its final adoption. At a minimum, the policy shall correct the current failure to consider medication usage in drug testing and shall ensure there is a mechanism for identifying and investigating unusual results.

22. **Punishment.** The ADOC shall not punish women in their care through deprivation of minimally nutritious meals, or forcing them to remain in the same position for any pre-determined period of time. Women at Birmingham Work Release shall not be punished when they are unable to do their jobs due to physical limitations or sexual harassment on the jobsite. Women at Birmingham Work Release shall not be denied visitation for dorm failures as a matter of course.

23. **Single cells.** The ADOC shall maintain or have available sufficient segregation cells to house at least 4% of the total female population.

24. **Classification.** The ADOC shall maintain a classification system that specifies at least three levels of custodial control and inmates should be assigned to the least restrictive custody level necessary. The ADOC shall maintain sufficient bedspace to implement such a system. Any delays or revisions of housing placements that are caused at least in part by lack of immediately available bedspace shall be contemporaneously documented. The ADOC shall summarize and analyze such data and remedy any space deficiencies identified through such an internal audit.

The ADOC shall develop and implement a written policy to provide for identification of special needs women, including but not limited to women who are emotionally disturbed or suspected of being mentally ill, the mentally retarded, and those who pose high risk or require protective custody. Such a policy shall include and encourage multiple avenues of identifying such special needs women, permitting security staff, other prisoners, medical and other non-custodial staff, and others to make appropriate referrals. The identification of special needs women shall not be limited to the moment of intake.

#### IV. ENFORCEMENT AND DISMISSAL.

25. **Reporting.** Defendants shall provide to Plaintiffs' counsel monthly reports on average daily population and progress in construction of a residential treatment unit for the first 2 years of this Agreement. If the population at the main Tutwiler building remains at 700 or below, and the annex at 250 or below, Defendants may thereafter make quarterly reports. Upon inquiry, plaintiffs' counsel shall be provided the population count on any day.

26. **Monitoring.** Plaintiffs' counsel shall have reasonable access to prison records and the prison facility, including escorted walk-through visits of the prison facilities on a quarterly basis during the first year following the entry of this Agreement, and twice a year thereafter. Paralegals working directly with Plaintiffs' counsel shall have reasonable access to inmates and will be accompanied by an attorney during any walk-through of the prison. Plaintiffs may bring experts at their own expense on such walk-through visits.

27. **Notice.** The Commissioner of the ADOC and his representatives shall provide a copy of or explain the terms of this Agreement to all of their agents, representatives, and employees in any way connected with the custody of class members, in order to ensure their understanding of the scope and substance of this agreement. Women entering Tutwiler shall be provided an information sheet, mutually approved by all parties, informing them of the existence and material terms of this Agreement. In addition, at least 3 copies of this entire Agreement shall be maintained in the Tutwiler library.

28. **Enforcement.** If the ADOC, its agents or contractors, fail to comply with the terms and conditions of this Agreement, Plaintiffs' counsel may apply to the Court for a finding of contempt or other appropriate relief. Prior to approaching the Court for such relief, Plaintiffs' counsel will bring, in writing, any deficiencies to the attention of the Defendants and will make reasonable attempts to resolve the issues informally. Issues that cannot be resolved informally between the parties shall be brought to the attention of the Magistrate Judge, who will attempt to mediate a resolution, before Plaintiffs' counsel will move the Court for an Order for Defendants to show cause why they should not be held in contempt.

29. **PLRA findings.** The parties agree, and the Court hereby finds at this time, and after an independent review, that the prospective relief set forth in this Agreement is narrowly drawn, extends no further than necessary to correct the violations of federal rights set forth in paragraphs

69-100 and 142-171 in Plaintiffs' Second Amended Complaint, and is the least intrusive means necessary to correct these violations. The parties agree, and the Court hereby finds after an independent review, that this Agreement will not have an adverse impact on public safety or the operation of the criminal justice system. Accordingly, the parties agree, and the Court hereby finds, that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). This Agreement is not intended to operate as a population cap or a prisoner release order. This Agreement is not intended to have any preclusive effect except as between the parties in this action. Should the issue of the preclusive effect of this Agreement be raised in any proceeding other than this action, the parties agree to certify that this Agreement was intended to have no such preclusive effect. This Agreement does not resolve, adjudicate, or bar the damages claims of any former, present, or future class members.

30. **Narrowly drawn relief.** For the purpose of ensuring that ongoing relief remains a narrowly drawn remedy, paragraphs 14, 19, and 23 of this Agreement shall be suspended when the population at the main Tutwiler facility is maintained at 700 or below and the population at the Tutwiler annex is maintained at less than 250 for 60 or more continuous days. Paragraphs 14, 19, and 23 shall not take effect until November 1, 2004, or until such time as the population at the main Tutwiler facility is maintained at 700 or below and the population at the Tutwiler annex is maintained at less than 250 for 60 or more continuous days. So long as the population at the main Tutwiler facility remains at 700 or below and the population at the Tutwiler annex is maintained at less than 250, paragraphs 14, 19, and 23 shall remain suspended and without force or effect. Should the population at the main Tutwiler facility thereafter increase to more than 700 or the population at the Tutwiler annex increase to 250 or more for 15 or more days in any 30 day period, all paragraphs of this Agreement shall return to full force and effect.

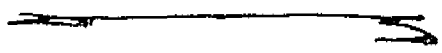
31. **Attorneys fees.** In the event the parties are unable to hereafter resolve by agreement issues relating to Plaintiffs' claim for attorneys' fees, Plaintiffs may petition the Court within thirty days of the date on which the Court enters its Order granting the parties' *Joint Motion to Adopt Settlement Agreement*, for a resolution thereof.

32. **Class members.** Parties stipulate to the certification of the class of all women who are now or will in the future be incarcerated in an Alabama Department of Corrections facility.

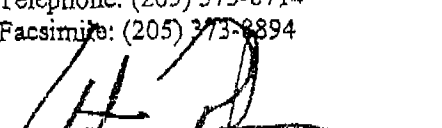
33. **Modification.** Any party may seek modification of any part of this Agreement for good cause shown. Construction of a new prison for women constitutes good cause for modification. The ADOC shall continue to implement in a timely manner all parts of this Agreement pending decision of the Court on any motion for modification.

34. **Term of Agreement.** This agreement shall be in effect for four years from the date the Agreement is approved by the Court. Nothing in this Agreement is intended to preclude Defendants from moving to terminate the Order in the manner permitted by the Prison Litigation Reform Act.



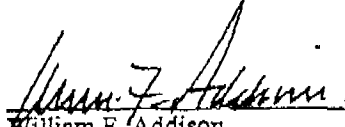
  
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# Appendix F

## Performance Indicators

**Alabama Department of Corrections  
Laube Monitoring Tool**

Chart Review Title: Intake

Chart Review Period:

Tutwiler

Facility/Unit:

Receiving Screenings/ Intake

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable	INMATE NUMBER										TOTALS			Threshold d % Met
											# Yes	# No	# NA	
1. All new admissions will receive a preliminary healthcare screening by a qualified health professional within no less than 12 hours of arrival to an ADOC Intake facility.											0	0	0	#DIV/0!
2. The intake evaluation is performed within 24 hours of intake by an RN or mid-level.											0	0	0	#DIV/0!
3. A complete Health Appraisal/Assessment will be conducted by a mid-level practitioner or physician within 7 days of arrival.											0	0	0	#DIV/0!
4. All medications identified as current by the patient are reviewed and/or verified at intake with documentation by medical staff.											0	0	0	#DIV/0!
5. Medications deemed appropriate for treatment have been renewed/ordered by a practitioner within 12 hours of intake.											0	0	0	#DIV/0!
6. Chronic illness identified with referral to an appropriate chronic care clinic.											0	0	0	#DIV/0!
7. PPD implanted and read within 72 hours with documentation in the medical record.											0	0	0	#DIV/0!
8. Positive PPD results receive appropriate follow-up											0	0	0	#DIV/0!
9. Pregnancy, HIV, RPR, GC and Chlamydia testing completed.											0	0	0	#DIV/0!
10. Random Plasma Glucose sampling done, repeated in 48hrs if ≥ 140, a fasting plasma glucose was drawn.											0	0	0	#DIV/0!
11. If Random Plasma Glucose is >220 a mid-level or physician provider is notified immediately.											0	0	0	#DIV/0!
12. If confirmatory fasting glucose > 126 diagnosed as diabetic.											0	0	0	#DIV/0!
13. Problem list has been complete and placed in chart & include known chronic illness.											0	0	0	#DIV/0!

**Alabama Department of Corrections  
Laube Monitoring Tool**

Chart Review Period:

Turwiler

Facility/Unit:

Chart Review Title: Intake  
Receiving Screenings/ Intake  
Chart Review Date:

Threshold

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA = Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	Threshold 0 % Met
14. Mental health screening to rule out possible suicide ideation and/or psychosis											0	0	0	#DIV/0!
15. Current illness and past health problems including mental illness; special requirements to include dietary needs, dental and communicable diseases											0	0	0	#DIV/0!
16. Verification of a systems review and history outlined on the intake form has been documented and is complete.											0	0	0	#DIV/0!
17. Vital Signs and current weight documented											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Segregate Inmates Access to Care  
TUTWILER PRISON FOR WOMEN \*\*\*

Segregated Inmates

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

Alabama Department of Corrections  
Laube Monitoring Tool  
Tutwiler

Facility/Unit:

MEASURES Y=Yes N=No NA= Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	# NA	%Met Threshold
1. Medical staff were notified prior to, or at the time of the placement of an inmate in isolation or segregation?											0	0	0	#DIV/0!
2. A inmate received a health screening within 8 hours of next medical staff working day?											0	0	0	#DIV/0!
3. Documentation in the medical record that Medical Staff examined inmate upon notification of isolation/segregation?											0	0	0	#DIV/0!
4. Security advised if contraindications or special accommodations necessary for inmate placement in segregation, and documented in medical record?											0	0	0	#DIV/0!
5. There is documentation that an segregation/isolation patient was seen by medical staff a minimum of once a day for 27 days out of the preceding 30 days?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

## Facility/Unit

**Reviewer:**

## #Targeted

MEASURES	INMATE NUMBER										TOTALS			
	Y=Yes	N=No									# Yes	# No	# NA	%Met Threshold
1. Medical Staff notified within 16 hours if an inmate at Birmingham Work Release was placed in lock-up Monday through Friday; within 48 hours if lock-up occurred on a weekend or holiday?											0	0	0	#DIV/0!
2. A Birmingham inmate received a health screening within 8 hours of next medical staff working day?											0	0	0	#DIV/0!
3. Documentation in the medical record that Medical Staff examined inmate upon notification of isolation/segregation?											0	0	0	#DIV/0!
4. Security advised if contraindications or special accommodations necessary for inmate placement in segregation, and documented in medical record?											0	0	0	#DIV/0!
5. There is documentation that an segregation/isolation patient was seen by medical staff a minimum of once a day Monday through Friday for 20 days out of the preceding 30 days?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Chart Review Title: Sick Call Access to Care

Alabama Department of Corrections  
Laube Monitoring Tool  
Tutwiler

Facility/Unit:

### Sick Call

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y=Yes N=No NA= Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	# NA	Threshold %Met
1. Nursing sick-call encounter shows use of approved nurse protocols for Triage & Sick Call											0	0	0	#DIV/0!
2. Triage of request within 24 hours by an RN or higher											0	0	0	#DIV/0!
3. Seen within 48 hours of request by nurse trained in physical assessment											0	0	0	#DIV/0!
4. Vital signs are document for each encounter											0	0	0	#DIV/0!
5. The subjective and objective findings support the nursing protocol											0	0	0	#DIV/0!
6. Patient presenting emergency symptoms receive immediate care											0	0	0	#DIV/0!
7. There is documentation that the inmate received education											0	0	0	#DIV/0!
8. Appropriate referral made if inmate is seen x2 for the same request, if a higher level of care was indicated											0	0	0	#DIV/0!
9. Notes are dated, timed, signed. RN signature on each note											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

### Additional Comments

Chart Review Title: Sick Call Access to Care

Chart Review Period:

Facility/Unit:

Sick Call

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y=Yes N=No NA= Not applicable	INMATE NUMBER										TOTALS			%Met Threshold
											# Yes	# No	# NA	
1. Nursing sick-call encounter shows use of approved nurse protocols for Triage & Sick Call											0	0	0	#DIV/0!
2. Triage of request within 24 hours by an RN or higher											0	0	0	#DIV/0!
3. Seen within 48 hours of request by nurse trained in physical assessment											0	0	0	#DIV/0!
4. Vital signs are document for each encounter											0	0	0	#DIV/0!
5. The subjective and objective findings support the nursing protocol											0	0	0	#DIV/0!
6. Patient presenting emergency symptoms receive immediate care											0	0	0	#DIV/0!
7. There is documentation that the inmate received education											0	0	0	#DIV/0!
8. Appropriate referral made if inmate is seen x2 for the same request, if a higher level of care was indicated											0	0	0	#DIV/0!
9. Notes are dated, timed, signed: RN signature on each note											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments



**Alabama Department of Corrections  
Laube Monitoring Tool**

Facility/Unit:

Chart Review Title: Annual Health Screens

Chart Review Period:

Tutwiler

Annual Health Screens

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

INMATE NUMBER										TOTALS			
MEASURES Y= Yes N= No NA = Not applicable										# Yes	# No	#NA	Thresh old %Met
1. All components of annual health screen documented as completed										0	0	0	#DIV/0!
2. Appropriate referral for stated complaints										0	0	0	#DIV/0!
3. PPD implanted and read within 72 hours with documentation in the medical record.										0	0	0	#DIV/0!
4. Pap smear										0	0	0	#DIV/0!
A. Annual until age 30.										0	0	0	#DIV/0!
B. If greater than age 30 pap every other year provided that 3 consecutive smears are normal.										0	0	0	#DIV/0!
C. If HIV positive pap Q 6 months.										0	0	0	#DIV/0!
5. Physical completed within 12 month cycle										0	0	0	#DIV/0!
6. Baseline cholesterol documented										0	0	0	#DIV/0!
A. If normal every 5 years there after.										0	0	0	#DIV/0!
7. Random Capillary Blood Sugar Completed										0	0	0	#DIV/0!
8. Vital Signs documented										0	0	0	#DIV/0!
9. Weight Documented										0	0	0	#DIV/0!
Total Score										0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Medication Administration

Chart Review Period:

Facility/Unit:

Medication Administration

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable			INMATE NUMBER										TOTALS			
													# Yes	# No	#NA	Threshold
1. Medication on MAR reflects order written by authorized practitioner.													0	0	0	#DIV/0!
2. MAR reflects the frequency of administration.													0	0	0	#DIV/0!
3. MAR reflects the start and stop date.													0	0	0	#DIV/0!
4. Order is appropriately noted in chart by nursing.													0	0	0	#DIV/0!
5. Allergies documented on MAR.													0	0	0	#DIV/0!
6. Medication normally stocked in the pharmacy in made available for the administration of the first dose within 24 hours of intake as prescribed (within the 1st 24 hours of intake) by the site Medical Director.													0	0	0	#DIV/0!
7. Other medicines are available within 48 hours of the Site Medical Director order.													0	0	0	#DIV/0!
8. Missed doses are documented with approved notation/explanation and signed by health care staff responsible for medication administration.													0	0	0	#DIV/0!
9. Nurse's signature and initials are recorded on the MAR.													0	0	0	#DIV/0!
10. Three (3) consecutive refusals of medication result in documented counsel and education for essential meds.													0	0	0	#DIV/0!
11. No blank spaces on MARS.													0	0	0	#DIV/0!
Total Score													0	0	0	#DIV/0!

Additional Comments

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: Prenatal/Pregnancy Care

Chart Review Period:

Facility/Unit:

Review Continuity in Care

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of Pregnant females

Sample Size: Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA = Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	%Met old Thresh
<b>Prenatal Risk Assessment</b>														
1. Medical & Surgical Risk Assessment and Systems Review Completed?											0	0	0	#DIV/0!
2. Infectious disease screening completed?											0	0	0	#DIV/0!
3. Screening and identification of high risk factors completed?											0	0	0	#DIV/0!
4. Appropriate management of risk factors?											0	0	0	#DIV/0!
5. Immunization History is documented?											0	0	0	#DIV/0!
<b>Prenatal Diagnostic Profile</b>														
5. Prenatal Blood Profile completed to include: CBC, Bld Type, ABO/Rh/Ab, Sickle Cell when applicable ?											0	0	0	#DIV/0!
6. Testing for HIV, Chlamydia, GC, RPR?											0	0	0	#DIV/0!
7. Screening for Diabetes ?											0	0	0	#DIV/0!
8. Urine for C&S ?											0	0	0	#DIV/0!
Follow-up Visits- Count Not Applicable if Prior to Incarceration														
9. 6-8 Weeks - Visit One ?											0	0	0	#DIV/0!
10. 10-12 Weeks - Visit Two ?											0	0	0	#DIV/0!
11. 16-18 Weeks - Visit Three ?											0	0	0	#DIV/0!

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: Prenatal/Pregnancy Care

Chart Review Period:

Facility/Unit:

Review Continuity in Care

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of Pregnant females

Sample Size: Charts

# Selected:

# Randomly:

# Targeted:

INMATE NUMBER										TOTALS			
MEASURES Y= Yes N= No NA = Not applicable										# Yes	# No	#NA	Thresh old %Met
12. 22 Weeks - Visit Four ?										0	0	0	#DIV/0!
13. 28 Weeks Visit - Five ?										0	0	0	#DIV/0!
14. 32 Weeks Visit - Six ?										0	0	0	#DIV/0!
15. 36 Weeks Visit - Seven ?										0	0	0	#DIV/0!
16. 38-41 Weeks Visit Eight through Eleven ?										0	0	0	#DIV/0!
17. Additional Visits were scheduled when clinically indicated ?										0	0	0	#DIV/0!
18. Nutritional Needs where assessed and appropriate diet was requested?										0	0	0	#DIV/0!
Total Score										0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Infirmity Care

Chart Review Period:

Facility/Unit:

Review Continuity in Care

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of current inmates housed in the infirmity area

Sample Size: Charts

# Selected:

# Randomly:

# Targeted:

INMATE NUMBER										TOTALS			
MEASURES Y = Yes N = No NA = Not applicable										# Yes	# No	# NA	% Met old Thresh
1. Infirmity admission was ordered by the physician or clinical associate.										0	0	0	#DIV/0!
2. An initial nursing assessment was completed at admission										0	0	0	#DIV/0!
3. As separate infirmity chart is maintained with a specific treatment plan for infirmity care?										0	0	0	#DIV/0!
4. A physician or midlevel provider has made documented rounds on each patient a minimum of 3 times per week?										0	0	0	#DIV/0!
5. Inmate information including admission and discharge date is maintained on the infirmity log?										0	0	0	#DIV/0!
6. Vital Signs and nursing encounter notes are documented daily in the infirmity chart?										0	0	0	#DIV/0!
7. Medication administration records are maintained within infirmity chart?										0	0	0	#DIV/0!
8. Results of diagnostic procedures labs, specialty consults etc., have been filed in the infirmity chart and noted by the attending practitioner?										0	0	0	#DIV/0!
9. A Supervising Registered Nurse is on-site daily?										0	0	0	#DIV/0!
10. Infirmity discharge was ordered by the physician and/or mid-level practitioner with a complete discharge summary and order for scheduled follow-up visit completed?										0	0	0	#DIV/0!
Total Score										0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Infectious Disease (HIV Disease)

Chronic Care Clinic

Chart Review Period:

HIV Review

Threshold

Chart Review Date:

Reviewer:

Facility/Unit:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA = Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	# NA	Threshold
1. Has patient had at least an initial evaluation by an HIV specialist?											0	0	0	#DIV/0!
2. Are CD4 counts and HIV-viral loads being done every 3 months or at intervals by the specialist?											0	0	0	#DIV/0!
3. Has treatment been appropriately re-assessed for rising viral loads or dropping CD4?											0	0	0	#DIV/0!
4. Has PCP prophylaxis been offered within 72 hours of receiving a CD4 count of less than 200?											0	0	0	#DIV/0!
5. Has CMV & MAC prophylaxis been offered within 72 hours of receiving a CD4 count of less than 50?											0	0	0	#DIV/0!
6. Has patient received a pneumovax?											0	0	0	#DIV/0!
7. Has patient received flu vaccination during the most recent flu season (Oct.-Feb.)?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: Infection Control

Chart Review Period:

Facility/Unit:

MRSA Control

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA = Not applicable	INMATE NUMBER										TOTALS		
											# Yes	# No	#NA
1. Patient listed in MRSA log as diagnosed: includes date of presentation, site of lesion, appearance of lesion											0	0	0
2. Lesion sited re-evaluated by physician 1 week after completion of treatment.											0	0	0
3. M/A/R reflects administration of medication ordered by the physician when indicated.											0	0	0
4. Patient counseling documented for non-compliance with treatment.											0	0	0
5. Patient teaching documented for S/S infection, hygiene, medication compliance.											0	0	0
Total Score											0	0	0

Additional Comments

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: Cardiovascular Post MI

Chart Review Period:

Facility/Unit:

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

INMATE NUMBER										TOTALS			
MEASURES Y=Yes N=No N/A= Not applicable										# Yes	# No	# NA	Threshold %Met
1. Patient's LDL cholesterol has been checked within last 24 months to determine at or near goal results.										0	0	0	#DIV/0!
2. Is the patient on a daily ASA or a reason for non ASA use documented.										0	0	0	#DIV/0!
3. Has the patient been prescribed a Beta Blocker or a reason for no Beta Blocker use documented?										0	0	0	#DIV/0!
Total Score										0	0	0	#DIV/0!

Additional Comments



Chart Review Title: Cardio Hypertension

Chart Review Period:

Facility/Unit:

**Cardiovascular Hypertension**

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y=Yes N=No NA= Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	# NA	%Met Threshold
1. EKG completed within last 2 years											0	0	0	#DIV/0!
2. Lipid screening LDL and HDL determinations done within last 5 years											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

Chart Review Title: TB/INH

Chart Review Period:

Facility/Unit:

TB/INH

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable										TOTALS			
INMATE NUMBER										# Yes	# No	# NA	% Met Thresh
1. The positive PPDs are noted in millimeters (mm).										0	0	0	#DIV/0!
2. The start date of the INH is recorded on the CIC form										0	0	0	#DIV/0!
3. Baseline CXR completed for PPD ≥10mm										0	0	0	#DIV/0!
A.. Chest x-ray on all HIV positive with PPD > 5 millimeters (mm).										0	0	0	#DIV/0!
4. CIC evaluation was completed by the physician or clinical associate.										0	0	0	#DIV/0!
5. Documentation of Health Department notification for patients with confirmed suspect TB by Medical Director.										0	0	0	#DIV/0!
6. Documentation of CIC evaluation for medication toxicity/side effects.										0	0	0	#DIV/0!
A. 30 days for medication toxicity/side effects.										0	0	0	#DIV/0!
B. 60 days for medication toxicity/side effects.										0	0	0	#DIV/0!
C. 90 days for medication toxicity/side effects and quarterly thereafter.										0	0	0	#DIV/0!
7. Baseline CMP-14 done prior to beginning and end of INH therapy.										0	0	0	#DIV/0!
8. Liver transaminases monitored quarterly for patients with a baseline LFT, chronic liver disease including hepatitis, pregnancy, previous adverse reactions to LTBI medications.										0	0	0	#DIV/0!
9. Documentation of MD/provider follow up every 3 months or more often as needed.										0	0	0	#DIV/0!
10. Abnormal laboratory results were referred to and addressed by the clinician.										0	0	0	#DIV/0!
11. Patient placed in respiratory isolation (negative and flow) if medically indicated.										0	0	0	#DIV/0!

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: TB/INH

Chart Review Period:

Facility/Unit:

TB/INH

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	# NA	% Met Thresh
12. Patient education (i.e., compliance with meds, side effects of meds) was provided.											0	0	0	#DIV/0!
13. Documentation that patient received all medication ordered for entire course (MAR) via DOT.											0	0	0	#DIV/0!
14. If patient is noncompliant or refuses medication, patient referred to provider for counseling.											0	0	0	#DIV/0!
15. Patient referred to clinician for final review when therapy completed.											0	0	0	#DIV/0!
16. Therapy was completed or rationale for discontinuation was documented.											0	0	0	#DIV/0!
17. The education for signs and symptoms of TBC were given at the final review.											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: Dental Services

Chart Review Period:

Facility/Unit:

Dental Services

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	# NA	Threshold
1. Dental screening was performed within 7 days of intake.											0	0	0	#DIV/0!
2. Oral hygiene & dental health education was given within 7 day of intake.											0	0	0	#DIV/0!
3. A dental examination and treatment plan developed within 30 days of incarceration.											0	0	0	#DIV/0!
4. Dental sick call responded to or are scheduled for within 7 days of initial request.											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

**Chart Review Title:** Specialty Care Access

**Chart Review Period**

Facility/Unit:

Specialty/ Consult Access

**Threshold**

**Chart Review Date:**

**Reviewer:**

**Source of Charts:** Prior 60 day Secondary Services Log

**Sample Size: 10 Charts**

**# Selected:**

**# Randomly:**

**#1 targeted:**

INMATE NUMBER											TOTALS			
MEASURES Y= Yes N= No NA = Not applicable											# Yes	# No	#NA	Thresh old %Met
1. Medical Director Approval of Consult?											0	0	0	#DIV/0!
2. Supporting documentation for consult request?											0	0	0	#DIV/0!
3. Call or contact made with consult to scheduled appointment with in 72 hours of request noted on log?											0	0	0	#DIV/0!
4. Documentation of monthly MD re-evaluation if scheduled consult date is >30 days since consult request?											0	0	0	#DIV/0!
5. Information/Report received from specialist/consult filed in the medical record?											0	0	0	#DIV/0!
6. Legible consultant report in medical record											0	0	0	#DIV/0!
7. Inmate seen by on-site MD within 5 working days of consult visit?											0	0	0	#DIV/0!
8. Documentation that specialist recommendations addressed by site physician?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

### Additional Comments

Chart Review Title: Pulmonary Chronic Care Clinic

Chart Review Period:

Facility/Unit:

Pulmonary Clinic

Threshold

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable		INMATE NUMBER										TOTALS			
												# Yes	# No	#NA	%Met Thresh
1. Peak flow readings done and recorded at each CIC visit												0	0	0	#DIV/0!
2. Patient being seen at appropriate intervals given clinic primary months and degree of control.												0	0	0	#DIV/0!
3. Has patient received a pneumovax?												0	0	0	#DIV/0!
4. Has patient received flu vaccination during the most recent flu season (Oct.-Feb.)?												0	0	0	#DIV/0!
5. Is degree of control and status correctly determined?												0	0	0	#DIV/0!
6. Is there appropriate intervention by the Practitioner if degree of control is not good or status has changed?												0	0	0	#DIV/0!
7. Was a peak flow measurement conducted for a documented exam when related to intervention for acute respiratory symptoms?												0	0	0	#DIV/0!
Total Score												0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Preventative Health Care  
Mammograms and Clinical Breast Examinations  
Preventative Women's Health  
American Cancer Society 9-2-05  
Chart Review Date:

Chart Review Period:  
Threshold

Reviewer:

Facility/Unit:

Source of Charts: Random selection Age specific

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA = Not applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	%Met Threshold
1. An annual clinical breast exam and Mammogram was completed for female inmates >40 years of age ?											0	0	0	#DIV/0!
2. A clinical breast examination was performed as part of the regularly scheduled periodic health exam for all female inmates age 20 and over ?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Neurology (Seizure Disorders)

Chronic Care Clinic

Chart Review Period:

Threshold

Facility/Unit:

Seizure Disorders

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates new to system within past 60 days

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not applicable		INMATE NUMBER										TOTALS			%Met Threshold
												# Yes	# No	#NA	
1. Is there appropriate intervention by the practitioner if seizures are not in good control?												0	0	0	#DIV/0!
2. Are therapeutic levels obtained and noted in the medical record at appropriate intervals?												0	0	0	#DIV/0!
3. Are inmates seen in CJC every 90 days with treatment plan reviewed and/or updated?												0	0	0	#DIV/0!
Total Score												0	0	0	#DIV/0!

Additional Comments



Chart Review Title: HCV

Chart Review Period:

Facility/Unit:

Hepatitis C

Threshold 95%

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates screened or receiving HCV treatment

Sample Size: Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not Applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	%Met Threshold
1. HCV antibody testing completed and noted in medical record?											0	0	0	#DIV/0!
2.HCV positive documented on the master problem list?											0	0	0	#DIV/0!
3. There is evidence of education on Hepatitis C infection and treatment?											0	0	0	#DIV/0!
4. HCV evaluation and referral flow sheet completed for exclusion/ inclusion for medication therapy?											0	0	0	#DIV/0!
5. Release of responsibility signed for patients that do not wish to be treated?											0	0	0	#DIV/0!
6. Exam completed for Cirrhosis Indicators?											0	0	0	#DIV/0!
a. Edema											0	0	0	#DIV/0!
b. Ascites											0	0	0	#DIV/0!
c. Spider angioma											0	0	0	#DIV/0!
7. Inmate is enrolled in Hepatitis Chronic Care Clinic?											0	0	0	#DIV/0!
8. Mental Health Status and Evaluation completed?											0	0	0	#DIV/0!

Chart Review Title: HCV

Chart Review Period:

Facility/Unit:

Hepatitis C

Threshold 95%

Chart Review Date:

Reviewer:

Source of Charts: Charts of inmates screened or receiving HCV treatment

Sample Size: Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y = Yes N = No NA = Not Applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	Threshold %Met
9. Viral load has been completed if inmate is treatment candidate?											0	0	0	#DIV/0!
10. Genotype testing completed if qualified for treatment?											0	0	0	#DIV/0!
11. Documentation of baseline PT, CBC, Liver Profile, TSH, and pregnancy test (females) obtained prior to the initiation of chemo-therapy?											0	0	0	#DIV/0!
12. Informed consent for Interferon/Ribavirin therapy has been signed?											0	0	0	#DIV/0!
13. Master problem list updated with Interferon start date?											0	0	0	#DIV/0!
14. Documentation of clinic visit at least weekly by treating provider while on therapy for monitoring side effects and dosing adjustments?											0	0	0	#DIV/0!
15. Upon completion of therapy Master Problem list is updated with completion date?											0	0	0	#DIV/0!
16. Follow-up labs completed following Pegasys flow sheet?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

Chart Review Title: Diabetes

Diabetes Program

Chart Review Date:

Threshold

Chart Review Period:

Reviewer:

Facility/Unit:

Source of Charts:

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not Applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	Threshold % Met
1. Random Plasma Glucose Test Completed for all inmates entering ADOC and at periodic physical exam?											0	0	0	#DIV/0!
2. Confirmatory fasting PGT $\geq 140$ given diagnosis of DM?											0	0	0	#DIV/0!
3. Insulin dependent diabetes offered Documented Daily CBS Checks or Refusal Noted, Non-Insulin dependent CBS monitored regularly if in poor control?											0	0	0	#DIV/0!
4. IM Counseled for CBS Refusals and/or Medication Non-compliance?											0	0	0	#DIV/0!
5. Individualized Treatment Plan in Chart, with documented clinical strategy for Hg1AC $\geq 7\%$											0	0	0	#DIV/0!
DIAGNOSTIC LABORATORY														
6. HbA1C Baseline Completed?											0	0	0	#DIV/0!
7. HbA1C Baseline $>7.0\%$ Rechecked Quarterly											0	0	0	#DIV/0!
8. HbA1C Baseline $<7.0\%$ Rechecked Bi-annually											0	0	0	#DIV/0!
9. Annual dilated retinal exam by an optometrist or ophthalmologist for the screening of retinopathy, cataracts and glaucoma?											0	0	0	#DIV/0!
10. Referral to ophthalmologist if retinopathy, cataracts or glaucoma is suspected?											0	0	0	#DIV/0!

Chart Review Title: Diabetes

Chart Review Period:

Facility/Unit:

Diabetes Program

Threshold

Chart Review Date:

Reviewer:

Source of Charts:

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y = Yes N = No NA = Not Applicable	INMATE NUMBER										TOTALS			Threshold
											# Yes	# No	#NA	
11. Annual urine micro albumin test conducted with exceptions noted for IM with positive results being treated with an ACE inhibitor?											0	0	0	#DIV/OI
12. Vital signs including BP recorded at every chronic illness clinic?											0	0	0	#DIV/OI
13. Fasting Lipids tested annually?											0	0	0	#DIV/OI
a. Lipids: LDL ≥ 100, HDL ≤ 40, Triglycerides ≥ 150 mg/dl treated with appropriate medication											0	0	0	#DIV/OI
DENTAL CARE														
14. Annual dental cleaning completed or scheduled?											0	0	0	#DIV/OI
PREVENTATIVE AND CHRONIC CARE														
15. IDDM-IM Influenza immunization/refusal (Oct-Jan)											0	0	0	#DIV/OI
16. IDDM-IM Pneumococcus immunization or IM refusal											0	0	0	#DIV/OI
17. IDDM-IM >64 years of age repeat Pneumococcus immunization if more than 5 years since last one (or IM refusal)?											0	0	0	#DIV/OI
18. Diabetes seen in CIC at least quarterly?											0	0	0	#DIV/OI

Alabama Department of Corrections  
Laube Monitoring Tools

Chart Review Title: Diabetes

Chart Review Period:

Facility/Unit:

Diabetes Program

Threshold

Chart Review Date:

Reviewer:

Source of Charts:

Sample Size: 10 Charts

# Selected:

# Randomly:

# Targeted:

MEASURES Y= Yes N= No NA= Not Applicable	INMATE NUMBER										TOTALS			
											# Yes	# No	#NA	Threshold %Met
19. Diabetic diet ordered/prescribed by physician or mid level practitioner?											0	0	0	#DIV/0!
20. Documentation of diabetic care and nutritional education provided including commissary?											0	0	0	#DIV/0!
Total Score											0	0	0	#DIV/0!

Additional Comments

# Appendix G

Hepatitis C – Directive

HIV – Directive



State of Alabama  
Alabama Department of  
Corrections



BOB RILEY  
GOVERNOR

301 S. Ripley Street  
P. O. Box 301501  
Montgomery, AL 36130


RICHARD F. ALLEN  
COMMISSIONER

Date: May 10, 2007

To: Statewide Administrative and Clinical Management  
Physicians/Nurse Practitioners  
Prison Health Services, Inc.

ADOC - Deputy Commissioner, Greg Lovelace  
ADOC - Director of Classification, Paul Whaley  
ADOC - Wardens  
ADOC - Medical Systems Administrator  
ADOC - Regional Clinical Managers

From: Dr. George Lyrene  
ADOC State Medical Director  
Office of Health Services

Ruth A. Naglich   
ADOC Associate Commissioner  
Office of Health Services

Re: ADOC Health Services Directive - Hepatitis C Evaluation/Treatment

The Alabama Department of Corrections Office of Health Services in cooperation with the contracted medical vendor will oversee the evaluation and treatment of each inmate, identified as positive for the Hepatitis C virus utilizing the following directive:

Inmates that have a positive Hepatitis C antibody will be evaluated by the facility Medical Director, who will assimilate data as needed to support further evaluation and a treatment approach. The current (2005) Federal Bureau of Prison Guidelines (FBOP) for the management of Hepatitis C, are to be utilized in the evaluation and consulted in the appropriate treatment modalities.

2. The A.D.O.C. Office of Health Services is to be notified by the contract provider of all inmates that meet criteria for active treatment of Hepatitis C. The approved ADOC/Medical Contractor Hepatitis C Treatment Flow Sheet will be forwarded from each facility at the beginning of each month to the A.D.O.C. Medical Director, Contract Medical Director, and the ADOC Regional Clinical Manager for the Northern Region for review.
3. Inmates will be offered a care plan based on the assessment of key indicators that determine the appropriate level of treatment. All inmates identified will be enrolled in a Hepatitis chronic care clinic (CCC) for on-going disease management. The CCC will include at a minimum periodic physical exam and lab monitoring per guidelines; as well as education risk management and general health guidelines for individuals with hepatitis C.
4. Disease management of certain inmates/patients may include antiviral chemotherapy. Individuals considered for this level of treatment will be carefully screened and evaluated, pursuant to the potential for limited benefits and significant serious side effects. The treating Psychiatrist for inmates taking mental health medications as part of their therapy for mental health related conditions will be consulted by the evaluating Medical Director, prior to any initiation of chemotherapy. The prescribing Medical Director will make the final decision in the evaluation of the appropriate use of chemotherapy in treating inmates with a history of mental illness.
5. All patients meeting the criteria offered for chemotherapeutic treatment will need to be evaluated for a liver biopsy. A liver biopsy may be required prior to the initiation of chemotherapy. Patients considered by the site medical director to be candidates for liver biopsy will have their names and data submitted to both the Medical Director of the ADOC and Contracted Medical Director. The final determination of the need for liver biopsy will be based on genotype as well as the other clinical parameters evaluated.
6. Upon mutual agreement of the Medical Directors, the primary care physician at the facility requesting treatment will be notified to proceed with liver biopsy by either the ADOC or Contracted State Medical Director.
7. After completion of liver biopsy and review of biopsy results by the State Medical Director for both the vendor and A.D.O.C., the facility requesting treatment will be notified for further treatment recommendations.
8. All treating facilities must notify the A.D.O.C. Medical Director prior to initiation of chemotherapy for any inmate within the care, custody and control of the Alabama

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Alabama Department of Corrections

Telephone (334) 353-3883

Fax (334) 353-3967



Department of Corrections. Failure to receive prior authorization for treatment by the A.D.O.C. State Medical Director may result in a non-covered financial event by the A.D.O.C.

9. The Associate Commissioner or her designee is to be notified of the decision of treatment and the inmate will then be moved to the appropriate correctional facility for therapy. As of this date; initiation and management of an inmate identified as appropriate for Hepatitis C chemotherapy therapy is to take place at Limestone Correctional Facility, St. Clair Correctional Facility and Tutwiler Prison for Women. Permission for exceptions will be made by the Associate Commissioner for inmates whose security status precludes their housing at one of the designated facilities, in concert with the Deputy Commissioner of Operations and Director of Classification.
10. Due to the toxicity and potential side effects associated with chemotherapy for Hepatitis C, inmates must be managed in a facility that has immediate access to 24 hour 7 day a week medical personal within the facility. This level of oversight is mandatory to insure the well being of the individual receiving this level of therapy. Therefore inmates for whom chemotherapy is identified as an appropriate treatment option, who are classified as a security level one (1) and are housed in a Community Based Facility for Work Release may voluntarily relinquish their community status and return to one of the designated secure treatment facilities, should they choose this treatment option.
11. Upon completion of chemotherapy and post therapy observation, the inmate may be transferred back to his/her originating facility upon medical clearance from the facility Medical Director and the approval of classification and security. Security level one (1) inmates' who voluntarily agreed to transfer from a Community Based Facility or Work Release for chemotherapy may request to be returned to his or her work release status, upon medical and security clearance. Clearance for any inmate's return/transfer will take into consideration any security infractions that may have occurred during reassignment that may rendered them ineligible for transfer.

These guidelines will be monitored closely and strictly enforced by the A.D.O.C. Office of Health Services.

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Alabama Department of Corrections

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BOB RILEY  
GOVERNOR

# State of Alabama


## Department of Corrections

301 South Union Street  
P.O. Box 301501  
Montgomery, AL 36130



RICHARD F. ALLEN  
COMMISSIONER

To: ADOC Wardens

From: Ruth A. Naglich   
ADOC Associate Commissioner  
Office of Health Services

Cc: Greg Lovelace, ADOC Deputy Commissioner  
Kim Thomas, ADOC General Counsel  
Dr. George Lyrene, ADOC Contract Medical Director  
Dr. Sylvia McQueen, PHS Statewide Medical Director  
Rick Dull, PHS Regional Vice President  
Laura Ferrell, ADOC Medical Systems Administrator  
Brandon Kinard, ADOC Regional Clinical Manager  
Lynn Brown, ADOC Regional Clinical Manager

Date: October 16, 2006

Re: ADOC Health Services Directive#1 – HIV Serology in determining special housing needs

The Alabama Department of Corrections will house inmates according to the HIV serology status using the following criteria:

1. Inmates that have a positive *Eliza* test will be tested for HIV confirmatory status utilizing the *Western Blot* test (confirmatory test for HIV).
2. Inmates that have been confirmed as having a positive *Western Blot*, as interpreted by a physician will be assigned to the special needs unit at Limestone Correctional Facility, Tutwiler Prison for Women, or temporarily housed in designated special needs area at Kilby Reception Center.
3. If a patient on entry gives a history of known HIV infection and is on medication, that medication will be continued and he will be managed as HIV positive. Elisa will be done. Old data will be retrieved as soon as possible. If the patient is on treatment there will be a viral load and CD4 count from the site where he was treated. If he/she has **ever** had a measurable viral load he/she can be housed in the HIV unit without further preliminary testing. If the patient has never had a measurable viral load the CD4 count should be high and the patient should never have been on treatment. If this is the case the patient should be managed as in # 5 below.
4. If a patient has a history of prior HIV infection and has never been on treatment he/she should have a record of a viral load measurement at the location of diagnosis. If the viral load has been detectable he/she may be housed as an HIV positive patient. If the patient has never had a detectable viral load it should he/she should not be sent to the unit until an unequivocal Western Blot is received **and** a viral measurement by DNA is done.

5. For indeterminate Western Blot results without a prior Western Blot study, the following procedure will be followed:
- A. The Warden from said institution and the Associate Commissioner of Health Services will be notified by the facility Contracted Health Services Administrator of an inmate's indeterminate status within 24 hours of receipt of the test results.
  - B. The ADOC State Contract Medical Director will consult with the inmate's primary institutional physician and the Infectious Disease Specialist to direct further testing and housing considerations. A viral load by PCR (Polymerase Chain Reaction) will also be drawn. This will aid in further decisions.
  - C. Upon determination of HIV status by the consulting physicians, the Warden of the respective facility, the Associate Commissioner of Health Services and the Health Services Administrator will be notified. Housing recommendations will be made at this time.

This directive and procedure is effective immediately.

# Appendix H

## Unfilled Hours Report Staffing Paybacks

## Alabama Department of Corrections (ADOC)

Contract Summary  
Pay Back

Four Week Period From /To:

0

POSITION	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Regional Vice President	40	1.00	38.00	152.00	0.00	-152.00		9,054.09
Medical Director	40	1.00	38.00	152.00	0.00	-152.00		17,039.20
Regional Administrator	120	3.00	114.00	456.00	0.00	-456.00		17,589.84
Director of Nursing	40	1.00	38.00	152.00	0.00	-152.00		6,277.60
State CI Coordinator	40	1.00	38.00	152.00	0.00	-152.00		5,360.80
UR/UM Coordinator	40	1.00	38.00	152.00	0.00	-152.00		4,663.36
Medical Director	600	15.00	570.00	2280.00	0.00	-2,280.00		200,047.38
Dentist	460	11.50	437.00	1748.00	0.00	-1,748.00		134,071.60
Dental Hygienist	120	3.00	114.00	456.00	0.00	-456.00		12,428.21
ARNP	526	13.15	499.70	1998.80	0.00	-1,998.80		72,829.76
H.S.A.	560	14.00	532.00	2128.00	0.00	-2,128.00		72,820.16
RN-DON	400	10.00	380.00	1520.00	0.00	-1,520.00		50,938.24
TOTAL	8,986	74.65	2,836.70	11,346.80	0.00	-11,346.80		603,140.24

FORM

**Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Regional Office**

Four Week Period From /To:

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Regional Vice President		40	1.00	38.00	1,520.00		-152.00	59.57	9,054.09
Medical Director		40	1.00	38.00	1,520.00		-152.00	112.10	17,039.20
Regional Administrator		40	1.00	38.00	1,520.00		-152.00	38.57	5,863.28
Regional Administrator		40	1.00	38.00	1,520.00		-152.00	38.57	5,863.28
Regional Administrator		40	1.00	38.00	1,520.00		-152.00	38.57	5,863.28
Director of Nursing		40	1.00	38.00	1,520.00		-152.00	41.30	6,277.60
UR/UM Coordinator		40	1.00	38.00	1,520.00		-152.00	30.68	4,663.36
Administrative Assistant		40	1.00	38.00	1,520.00		-152.00	17.43	2,649.15
Clerk		40	1.00	38.00	1,520.00		-152.00	11.68	1,775.66
RN-CC/CQ/OA/MC & Hospice		40	1.00	38.00	1,520.00		-152.00	35.40	5,380.80
Nurse Practitioner		40	1.00	38.00	1,520.00		-152.00	40.12	6,098.24
<b>TOTAL</b>		440	11.00	418.00	1,672.00	0.00	-1,672.00		70,527.94

FORMA



904

Total LPN	432	10.80	410.40	1641.60	0.00	-1641.60	18.08	29,676.19
Total Medical Records Clerk	80	2.00	76.00	304.00	0.00	-304.00	10.62	3,228.48
Total RN	120	3.00	114.00	456.00	0.00	-456.00	24.78	11,299.68

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Bullock Correctional Facility**

Four Week Period From /To:

0

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		40	1.00	38.00	152.00		-152.00	90.77	13,796.37
Dentist		40	1.00	38.00	152.00		-152.00	76.70	11,658.40
Dental Hygienist		8	0.20	7.60	30.40		-30.40	29.50	896.80
Dental Assistant		40	1.00	38.00	152.00		-152.00	11.63	1,768.49
H.S.A.		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Administrative Assistant		40	1.00	38.00	152.00		-152.00	13.16	1,999.86
Medical Records Clerk		40	1.00	38.00	152.00		-152.00	10.21	1,551.46
Medical Records Clerk		20	0.50	19.00	76.00		-76.00	10.21	775.73
RN-CCC/COI/QA/C & Hospice		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN - DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN - MHCSU		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN - MHCSU		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
RN		40	1.00	38.00	152.00		-152.00	23.72	3,605.14
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN - MHCSU		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN - MHCSU		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
RN		40	1.00	38.00	152.00		-152.00	23.72	3,605.14
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
LPN - MHCSU		40	1.00	38.00	152.00		-152.00	17.31	2,631.21
LPN - MHCSU		16	0.40	15.20	60.80		-60.80	17.31	1,052.48
<b>TOTAL</b>		1060	26.50	1007.00	4,028.00	0.00	-4,028.00		95,399.97

**CONFIDENTIAL**



Four Week Period From /To:

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Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Bullock Correctional Facility

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
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Total LPN	464	11.60	440.80	1,763.20	0.00	-1763.20	17.31	30,522.05
Total LPN - MHCSU	168	4.20	159.60	638.40	0.00	-638.40	17.31	11,051.09
Total Medical Records Clerk	60	1.50	57.00	228.00	0.00	-228.00	10.21	2,327.20
Total RN	80	2.00	76.00	304.00	0.00	-304.00	23.72	7,210.27

Subtotal

Format

## Four Week Period From /To:

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POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period (95%)	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		40	1.00	38.00	152.00		-152.00	90.77	13,796.37
Dentist		40	1.00	38.00	152.00		-152.00	76.70	11,658.40
Dental Hygienist		8	0.20	7.60	30.40		-30.40	29.50	896.80
Dental Assistant		40	1.00	38.00	152.00		-152.00	13.17	2,001.66
ARNP		8	0.20	7.60	30.40		-30.40	41.37	1,257.67
H.S.A.		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Administrative Assistant		40	1.00	38.00	152.00		-152.00	14.90	2,265.32
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.42	1,736.20
Clerk/Medical Records Clerk		20	0.50	19.00	76.00		-76.00	11.42	868.10
RN-CCC/CQI/QA/IC & Hospice		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN - DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	26.99	4,101.96
LPN		40	1.00	38.00	152.00		-152.00	26.99	4,101.96
LPN		16	0.40	15.20	60.80		-60.80	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		16	0.40	15.20	60.80		-60.80	18.24	1,109.16
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91
LPN		40	1.00	38.00	152.00		-152.00	18.24	2,772.91

Total LPN	464	11.60	440.80	1763.20	0.00	-1763.20	18.24	32,165.70
Total Medical Records Clerk	60	1.50	57.00	228.00	0.00	-228.00	11.42	2,604.31
Total RN	80	2.00	76.00	304.00	0.00	-304.00	26.99	8,203.93

## Four Week Period From /To:

A circular sign with a diagonal line through it, indicating no smoking.

Total LPN	424	10.60	402.80	1611.20	0.00	-1611.20	17.44	28,099.97
Total RN	80	2.00	76.00	304.00	0.00	-304.00	23.72	7,210.27

## Fountain Correctional Facility



POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		40	1.00	38.00	152.00		-152.00	90.77	13,796.37
Dentist		40	1.00	38.00	152.00		-152.00	76.70	11,658.40
Dental Hygienist		16	0.40	15.20	60.80		-60.80	29.50	1,793.60
Dental Assistant		40	1.00	38.00	152.00		-152.00	12.20	1,854.58
ARNP		40	1.00	38.00	152.00		-152.00	40.12	6,098.24
HSAD/DON		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Administrative Assistant		40	1.00	38.00	152.00		-152.00	13.84	2,103.89
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	10.64	1,617.83
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	10.64	1,617.83
RN-CCC/CQI/QA/IC & Hospice		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN - DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	25.25	3,838.30
RN		40	1.00	38.00	152.00		-152.00	25.25	3,838.30
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35
LPN		16	0.40	15.20	60.80		-60.80	17.42	1,058.94
LPN		40	1.00	38.00	152.00		-152.00	17.42	2,647.35

Total LPN	504	12.60	478.80	1,915.20	0.00	-1,915.20	17.42	33,356.66
Total Medical Records Clerk	80	2.00	76.00	304.00	0.00	-304.00	10.64	3,235.65
Total RN	80	2.00	76.00	304.00	0.00	-304.00	25.25	7,676.61

Four Week Period From /To:

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**Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Hamilton Aged and Infirm**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		20	0.50	19.00	76.00		-76.00	90.77	6,898.19
HSA/DON		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Administrative Assistant		40	1.00	38.00	152.00		-152.00	13.74	2,087.75
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	10.62	1,614.24
RN - DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	24.78	3,766.56
RN		40	1.00	38.00	152.00		-152.00	24.78	3,766.56
RN		16	0.40	15.20	60.80		-60.80	24.78	1,506.62
RN		16	0.40	15.20	60.80		-60.80	24.78	1,506.62
RN		16	0.40	15.20	60.80		-60.80	24.78	1,506.62
RN		16	0.40	15.20	60.80		-60.80	24.78	1,506.62
LPN		40	1.00	38.00	152.00		-152.00	17.57	2,670.67
LPN		16	0.40	15.20	60.80		-60.80	17.57	1,068.27
LPN		40	1.00	38.00	152.00		-152.00	17.57	2,670.67
LPN		16	0.40	15.20	60.80		-60.80	17.57	1,068.27
LPN		40	1.00	38.00	152.00		-152.00	17.57	2,670.67
LPN		16	0.40	15.20	60.80		-60.80	17.57	1,068.27
LPN		40	1.00	38.00	152.00		-152.00	17.57	2,670.67
LPN		16	0.40	15.20	60.80		-60.80	17.57	1,068.27
LPN		40	1.00	38.00	152.00		-152.00	17.57	2,670.67
LPN		16	0.40	15.20	60.80		-60.80	17.57	1,068.27
CNA		40	1.00	38.00	152.00		-152.00	12.83	1,949.64
CNA		16	0.40	15.20	60.80		-60.80	12.83	779.86
CNA		40	1.00	38.00	152.00		-152.00	12.83	1,949.64
CNA		16	0.40	15.20	60.80		-60.80	12.83	779.86
CNA		40	1.00	38.00	152.00		-152.00	12.83	1,949.64
CNA		16	0.40	15.20	60.80		-60.80	12.83	779.86
CNA		40	1.00	38.00	152.00		-152.00	12.83	1,949.64
CNA		16	0.40	15.20	60.80		-60.80	12.83	779.86
<b>TOTAL</b>		756	18.90	718.20	2,872.80	0.00	-2,872.80		59,221.80

Total LPN	280	7.00	266.00	1,064.00	0.00	-1,064.00	17.57	18,694.69
Total Certified Nurse Assists	168	4.20	159.60	638.40	0.00	-638.40	12.83	8,188.50
Total RN	128	3.20	121.60	486.40	0.00	-486.40	24.78	12,052.99

## Four Week Period From /To:

[illegible]

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Kilby Correctional Facility**

Four Week Period From /To:

0

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Week	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		40	1.00	38.00	152.00		-152.00	90.77	13,796.37
Dentist		40	1.00	38.00	152.00		-152.00	76.70	11,658.40
Dental Hygienist		8	0.20	7.60	30.40		-30.40	29.50	896.80
Dental Assistant		40	1.00	38.00	152.00		-152.00	12.87	1,956.82
ARNP		40	1.00	38.00	152.00		-152.00	40.79	6,200.48
ARNP		40	1.00	38.00	152.00		-152.00	40.79	6,200.48
HSADON		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Administrative Assistant		40	1.00	38.00	152.00		-152.00	14.57	2,215.10
Medical Records Supervisor		40	1.00	38.00	152.00		-152.00	16.31	2,478.76
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.20	1,702.13
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.20	1,702.13
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.20	1,702.13
Lab Tech		40	1.00	38.00	152.00		-152.00	24.78	3,766.56
Phlebotomist		40	1.00	38.00	152.00		-152.00	11.68	1,775.66
In/Out Pt Appt Clerk/Secretary		40	1.00	38.00	152.00		-152.00	21.24	3,228.48
In/Out Pt Appt Clerk/Secretary		40	1.00	38.00	152.00		-152.00	21.24	3,228.48
RN-CCC/QA/IC & Hospice		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN - DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	27.73	4,214.96
RN		40	1.00	38.00	152.00		-152.00	27.73	4,214.96
RN		40	1.00	38.00	152.00		-152.00	27.73	4,214.96
RN		16	0.40	15.20	60.80		-60.80	27.73	1,685.98
RN		16	0.40	15.20	60.80		-60.80	27.73	1,685.98
RN		16	0.40	15.20	60.80		-60.80	27.73	1,685.98
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58

## Four Week Period From /To:



Total LPN	656	16.40	623.20	2,492.80	0.00	-2,492.80	20.36	50,740.94
Total Medical Records Clerk	120	3.00	114.00	456.00	0.00	-456.00	11.20	5,106.38
ARN	80	2.00	76.00	304.00	0.00	-304.00	40.79	12,400.95
In/Out Pt Appt Clerk/Secretary	80	2.00	76.00	304.00	0.00	-304.00	21.24	6,456.96
Certified Nurse Assistants	224	5.60	212.80	851.20	0.00	-851.20	12.35	10,516.24
Total RN	168	4.20	159.60	638.40	0.00	-638.40	27.73	17,702.83



## Four Week Period From /To:



# Homework

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Limestone Correctional Facility**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		16	0.40	15.20	60.80		-60.80	18.30	1,112.75
LPN		40	1.00	38.00	62.00		-152.00	18.30	2,781.87
LPN		16	0.40	15.20	60.80		-60.80	18.30	1,112.75
<b>TOTAL</b>		1238	30.95	1,176.10	4,704.40	0.00	-4,704.40		129,986.86

Total LPN	584	14.60	55.80	2219.20	0.00	-2,219.20	18.30	40,615.35
Total Medical Records Clerk	80	2.00	7.00	304.00	0.00	-304.00	11.28	3,429.36
ARNP	80	2.00	76.00	304.00	0.00	-304.00	40.60	12,343.56
H.S.A.	80	2.00	76.00	304.00	0.00	-304.00	34.22	10,402.88
Total RN	168	4.20	159.60	638.40	0.00	-638.40	26.49	16,911.85

**FORM T**

## Four Week Period From /To:

Total LPN	464	11.60	440.80	1,763.20	0.00	-1,763.20	18.51	32,644.24
Total Medical Records Clerk	80	2.00	76.00	304.00	0.00	-304.00	11.65	3,540.57
Total RN	80	2.00	76.00	304.00	0.00	-304.00	27.56	8,379.70

## Four Week Period From /To:



POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		40	1.00	38.00	152.00		-152.00	90.77	13,796.37
Dentist		40	1.00	38.00	152.00		-152.00	76.70	11,658.40
Dental Hygienist		8	0.20	7.60	30.40		-30.40	29.50	896.80
Dental Assistant		40	1.00	38.00	152.00		-152.00	12.66	1,924.53
ARNP		40	1.00	38.00	152.00		-152.00	40.25	6,117.97
ARNP		40	1.00	38.00	152.00		-152.00	40.25	6,117.97
HSA/DON		40	1.00	38.00	152.00		-152.00	40.25	6,117.97
Administrative Assistant		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	14.33	2,177.43
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.02	1,675.22
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.02	1,675.22
RN-CCC/CQI/QA/IC & Hospice		40	1.00	38.00	152.00		-152.00	11.02	1,675.22
RN - DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	25.96	3,945.92
RN		40	1.00	38.00	152.00		-152.00	25.96	3,945.92
RN		16	0.40	15.20	60.80		-60.80	25.96	1,578.37
RN		16	0.40	15.20	60.80		-60.80	25.96	1,578.37
RN		16	0.40	15.20	60.80		-60.80	25.96	1,578.37
RN		16	0.40	15.20	60.80		-60.80	25.96	1,578.37
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
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LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
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LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		16	0.40						

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Staton Correctional Facility**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Week	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
LPN		40	1.00	38.00	152.00		-152.00	18.22	2,769.32
LPN		16	0.40	15.20	60.80		-60.80	18.22	1,107.73
<b>TOTAL</b>		1200	30.00	1140.00	4,560.00	0.00	-4,560.00		114,943.57

Total LPN	584	14.60	554.80	2,219.20	0.00	-2,219.20	18.22	40,432.05
ARNP	80	2.00	76.00	304.00	0.00	-304.00	40.25	12,235.94
Total Medical Records Clerk	120	3.00	114.00	456.00	0.00	-456.00	11.02	5,025.67
Total RN	128	3.20	121.60	486.40	0.00	-486.40	25.96	12,626.94

FORM 1

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Tutwiler Prison for Women**

Four Week Period From /To:

0

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
Medical Director		40	1.00	38.00	152.00		-152.00	90.77	13,796.37
Medical Director - Physician		20	0.50	19.00	76.00		-76.00	90.77	6,898.19
Dentist		40	1.00	38.00	152.00		-152.00	76.70	11,658.40
Dental Hygienist		16	0.40	15.20	60.80		-60.80	12.66	769.81
Dental Assistant		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
ARNP		40	1.00	38.00	152.00		-152.00	40.25	6,117.97
ARNP		40	1.00	38.00	152.00		-152.00	40.25	6,117.97
ARNP		18	0.45	17.10	68.40		-68.40	40.25	2,753.09
H.S.A.		40	1.00	38.00	152.00		-152.00	34.22	5,201.44
Administrative Assistant		40	1.00	38.00	152.00		-152.00	14.33	2,177.43
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.02	1,675.22
Clerk/Medical Records Clerk		40	1.00	38.00	152.00		-152.00	11.02	1,675.22
Lab Tech		40	1.00	38.00	152.00		-152.00	16.00	2,432.12
RN-CCC/CQI/QA/IC & Hospice		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN-DON		40	1.00	38.00	152.00		-152.00	29.50	4,484.00
RN		40	1.00	38.00	152.00		-152.00	27.73	4,214.96
RN		40	1.00	38.00	152.00		-152.00	27.73	4,214.96
RN		40	1.00	38.00	152.00		-152.00	27.73	4,214.96
RN		16	0.40	15.20	60.80		-60.80	27.73	1,685.98
RN		16	0.40	15.20	60.80		-60.80	27.73	1,685.98
RN		16	0.40	15.20	60.80		-60.80	27.73	1,685.98
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		20	0.50	19.00	76.00		-76.00	20.36	1,546.98
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		18	0.45	17.10	68.40		-68.40	20.36	1,392.28
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		20	0.50	19.00	76.00		-76.00	20.36	1,546.98
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		20	0.50	19.00	76.00		-76.00	20.36	1,546.98
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		20	0.50	19.00	76.00		-76.00	20.36	1,546.98
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		40	1.00	38.00	152.00		-152.00	20.36	3,093.96
LPN		16	0.40	15.20	60.80		-60.80	20.36	1,237.58
LPN		1124	28.10	1,067.80	4,271.20	0.00	-4,271.20		123,948.34

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Tutwiler Prison for Women - Annex**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		42	1.05	39.90	159.60	0.00	-159.60	20.36	3,248.66
TOTAL		42	1.05	39.90	159.60	0.00	-159.60		3,248.66

Total LPN	504	12.60	478.80	1615.20	0.00	-1915.20	20.36	38,983.90
Total Medical Records Clerk	80	2.00	76.00	304.00	0.00	-304.00	11.02	3,350.44
Total ARNP	98	2.45	93.10	372.40	0.00	-372.40	40.25	14,989.03
Total RN	128	3.20	127.60	486.40	0.00	-486.40	27.73	13,487.87

Format

**Four Week Period From /To:**

## Staffing Plan for Ventress Correctional Facility

Total LPN	464	11.60	440.80	1,763.20	0.00	-1,763.20	17.52	30,896.55
Total Medical Records Clerk	60	1.50	57.00	228.00	0.00	-228.00	10.21	2,327.20
Total RN	120	3.00	114.00	456.00	0.00	-456.00	23.72	10,815.41



**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Alex City Work Release**

Four Week Period From /To:

0

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		16	0.40	15.20	60.80	60.80	-60.80	19.32	1,174.45
TOTAL		16	0.40	15.20	60.80	60.80	-60.80		1174.45

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Atmore Work Release**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		16	0.40	15.20	60.80	60.80	-60.80	19.32	1,174.45
TOTAL		16	0.40	15.20	60.80	60.80	-60.80		1174.45

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Birmingham Work Release**

Four Week Period From /To:

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		20	0.50	19.00	76.00	76.00	-76.00	19.32	1,468.06
RN		40	1.00	38.00	152.00	152.00	-152.00	19.32	2,936.12
NP		16	0.40	15.20	60.80	60.80	-60.80	19.32	1,174.45
TOTAL		76	1.90	72.20	288.80	288.80	-288.80		5578.63

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Bullock Work Release**

Four Week Period From /To: 0

POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		16	0.40	15.20	60.80	60.80	-60.80	19.32	1,174.45
<b>TOTAL</b>		16	0.40	15.20	60.80	60.80	-60.80		1174.45

Four Week Period From /To: 0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Camden Work Release/ Boot Camp**

POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		8	0.20	7.60	30.40	0.00	-30.40	18.43	560.32
<b>TOTAL</b>		8	0.20	7.60	30.40	0.00	-30.40		560.32

Four Week Period From /To: 0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Childersburg Work Release/ Boot Camp**

POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		40	1.00	38.00	152.00		-152.00	18.43	2,801.60
LPN		40	1.00	38.00	152.00		-152.00	18.43	2,801.60
LPN		16	0.40	15.20	60.80		-60.80	18.43	79.23
NP		12	0.30	11.40	45.60		-45.60	42.24	1,926.33
<b>TOTAL</b>		108	2.70	102.60	410.40	0.00	-410.40		7,608.76

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Decatur Work Release**

Four Week Period From /To:

0

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		16	0.40	15.20	60.80		-60.80	17.43	1,059.66
RN		12	0.30	11.40	45.60		-45.60	26.49	1,207.99
NP		8	0.20	7.60	30.40		-30.40	40.60	1,234.36
<b>TOTAL</b>		36	0.90	34.20	136.80	0.00	-136.80		3,502.00

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Elba Work Release**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		12	0.30	11.40	45.60	0.00	-45.60	18.59	847.48
<b>TOTAL</b>		12	0.30	11.40	45.60	0.00	-45.60		847.48

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Farquhar Cattle Ranch**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		8	0.20	7.60	30.40	0.00	-30.40	17.43	529.83
<b>TOTAL</b>		8	0.20	7.60	30.40	0.00	-30.40		529.83

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Frank Lee Youth Center**

Four Week Period From /To: 0

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		24	0.60	22.80	91.20	91.20	-91.20	18.59	1,694.95
TOTAL		24	0.60	22.80	91.20	91.20	-91.20		1,694.95

Four Week Period From /To: 0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Hamilton Work Release**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
MD		28	0.50	19.00	76.00		-76.00	90.77	6,898.19
LPN		8	0.20	7.60	30.40		-30.40	17.43	529.83
TOTAL		28	0.70	26.60	106.40	0.00	-106.40		7,428.02

Four Week Period From /To: 0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**J.O. Davis Correctional Facility**

POSITION	Name of Individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period @ 95%	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		30	0.75	28.50	114.00		-114.00	17.43	1,986.86
LPN		10	0.25	9.50	38.00		-38.00	17.43	662.29
TOTAL		40	1.00	38.00	152.00	0.00	-152.00		2,649.15

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Loxley Work Release**

Four Week Period From /To: 0

POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Week	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		30	0.75	28.50	114.00		-114.00	18.59	2,118.69
LPN		10	0.25	9.50	38.00		-38.00	18.59	706.23
<b>TOTAL</b>		40	1.00	38.00	152.00	0.00	-152.00		2,824.92

Four Week Period From /To: 0

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Mobile Work Release**

POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Week	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		18	0.40	15.20	60.80		-60.80	18.59	1,129.97
<b>TOTAL</b>		18	0.40	15.20	60.80	0.00	-60.80		1,129.97

Four Week Period From /To:

**Alabama Department of Corrections (ADOC)**  
**Staffing Plan for**  
**Montgomery Work Release**

POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Week @ 95%	Actual Hours per Week	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
RMA		24	0.60	22.80	91.20		-91.20		0.00
LPN		38	0.95	36.10	144.40		-144.40	18.59	2,663.67
LPN		38	0.95	36.10	144.40		-144.40	18.59	2,663.67
<b>TOTAL</b>		100	0.60	22.80	91.20	0.00	-91.20		0.00

Four Week Period From /To:

0

**Alabama Department of Corrections (ADOC)  
Staffing Plan for  
Red Eagle Honor Farm**

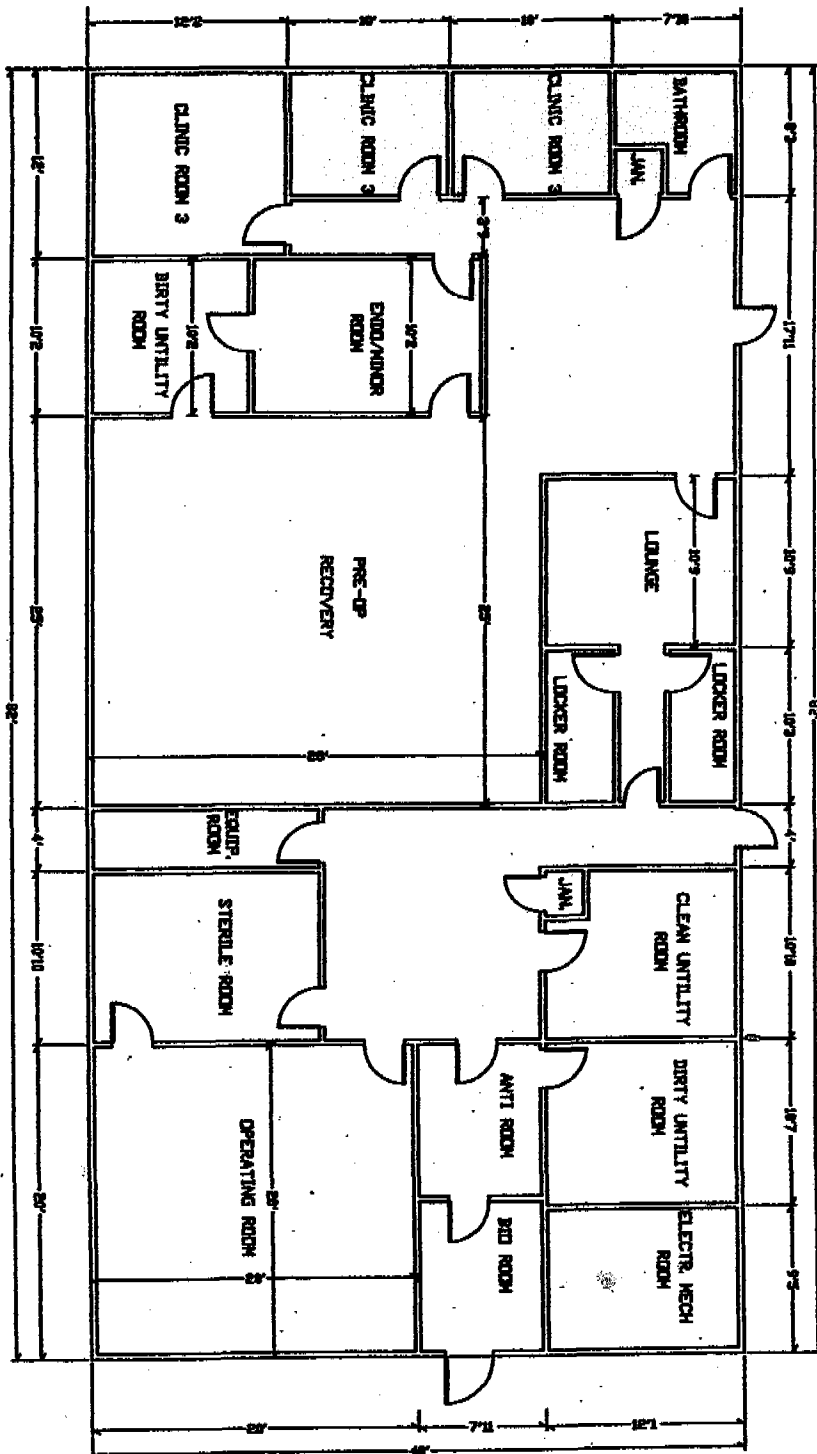
POSITION	Name of individual filling the position	Contracted Hours per Week (100%)	Contracted FTE per Week (100%)	Contracted Hours per Week (95%)	Contracted Hours per Four Week Period (95%)	Actual Hours per Four Week Period	Variance Actual vs 95%	Hourly Rate (incl benefits)	Amount Due ADOC
LPN		16	0.40	15.20	60.80	60.80	-60.80		0.00
<b>TOTAL</b>		16	0.40	15.20	60.80	60.80	-60.80		0.00

Total RMA	24	0.60	22.80	91.20	0.00	-91.20		0.00
Total LPN	428	10.70	406.60	1,626.40	0.00	-1,626.40		0.00
Total RN	52	1.30	49.40	197.60	0.00	-197.60		0.00
Total NP	36	0.90	34.20	136.80	0.00	-136.80		0.00
Total MD	20	0.50	19.00	76.00	0.00	-76.00		0.00

Format

# Appendix I

## Kilby Outpatient Surgery Unit





## B. PROCEDURES

The following procedures have been and can be carried out on a USMG on site unit:

### *Orthopedic*

- Knee Arthroscopy
- Knee Arthroscopy with Anterior Cruciate Ligament Repair
- Shoulder Arthroscopy
- Shoulder Arthroscopy with Open Repair
- Anterior Medialization
- Release of Trigger Finger
- Carpal Tunnel Release
- Open Reduction of Internal Fixation
- Dupuytren's Release
- Cubital Tunnel Release
- Carpal Metacarpal Arthroplasty
- Excision of Mass
- Ganglion Cyst Removal
- Incision and Drainage of Extremities
- Tendon Transfer
- Achilles Tendon Repair

### *Podiatry*

- Bunionectomy
- Removal of Toenail
- Plantar Fasiotomy
- Excision of Hammertoe
- Excision of Neuroma
- Cauterization of Plantar Warts

### *Pain Management*

- Epidural Block
- Epidural Block with Image
- Trigger Point Injection

### *General Surgery*

- Hernia Repair (Inguinal, Ventral & Umbilical)
- Breast Biopsy
- Laparoscopic Cholecystectomy
- Mastectomy
- Upper Gastrointestinal Endoscopy
- Lower Gastrointestinal Endoscopy
- Hemorrhoidectomy
- Polonidal Cystectomy
- Fissurectomy
- Excision of Tumors

### *Urology*

- Cystoscopies
- Transurethral Resections
- Cauterization of Condyloma
- Prostate Biopsies
- Urethral Dilations
- Circumcisions

Orchiectomy  
Hydrocelectomy

*Plastic Surgery*

*Ear Nose and Throat*

Tonsillectomies  
Adenoidectomy  
Excision of Nasal Polyps  
Repair of Deviated Septum  
Correction of Nasal Deformities  
Caldwell-Luc Procedures  
Myringoplasty  
Tympanoplasties  
Stapedectomy  
Myringotomy  
Mastoidectomy

Major capital equipment included with the unit is as follows:

Anesthesia Machine  
Video Tower  
Monitor  
VCR  
Printer  
Light Source  
Shaver Motor  
Electric Operating Room Table  
Head Light and Light Source  
Power Source for Electric Saw/Drill  
Electro-cautery Machine  
C-Arm w/Monitor  
Smoke Evacuator  
Battery Power Drill/Reamer

# Appendix J

## Minimum Program Staffing and Average Salaries

**Positions:**  
**ADOC Medical Services Program**

**Suggested Range of  
Base Hourly Pay**

	<b>Low</b>	<b>High</b>
Program Director	42.00	52.00
Physician Director	85.00	96.00
Regional Coordinator	30.00	36.00
Program Administrator	32.00	38.00
UR/UM Case Manager	28.00	34.00
Medical Director - Facility	75.00	86.00
Physician	70.00	83.00
Dentist	55.00	62.00
Dental Hygienist	17.00	19.00
HSA	28.00	32.00
DON - Facility	25.00	28.00
Physician Infectious Disease and/or HIV Specialist	82.00	96.00
Dental Assistant	14.00	16.00
RN	21.00	24.00
LPN	15.00	19.00
CRNP	34.00	42.00
Certified Nursing Assistant (or RMA)	11.00	14.00
Pharmacy Inventory Manager	11.00	14.00
Registered Medical Technologist	26.00	30.00
Phlebotomist	12.00	14.00
X-Ray Tech.	18.00	22.00
Administrative Assistant	11.00	14.00
Scheduler	11.00	14.00
Medical Records Supervisor	14.00	16.00
Medical Records Clerk	10.00	13.00

Fringe benefits will be calculated at **18%** of total personnel cost and are not included in the listed salary ranges.

For payback purposes the average salary will be multiplied times 1.18 to determine the hourly payback rate for each respective position listed.

<b>Alabama Central Office - Medical Statewide Management Montgomery, Alabama</b>	<b>FTE's</b>
Program Director	1
Physician Director	1
Administrative Assistant	1
Receptionist	1
UM - RN Case Manager	1
Billing Clerk	1
Regional Coordinator - Chronic Care, Special Needs Placement, Prosthetics & Transfers	1
Regional Coordinator - Infection Control, Hospice, Immunizations, ID/Auto Immune	1
Regional Coordinator - Training, Orientation, Pharmacy, Medical Records, Forms	1
Program Administrator - North	1
Program Administrator - South	1
*Consulting Pharmacist (as needed)	0
*Consulting Dental Director (as needed)	0
*Assistant MD Directors - North & South (placed 0.5 @ Staton & 0.5 @ St. Clair)	0
<b>Total FTE's</b>	<b>11</b>
<b>Bibb - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP (1.00 CRNP or 0.40 MD exchange)	1
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	4.2
LPN	12.6
Pharmacy Inventory Manager	1
Phlebotomist	0
X-Ray Tech.	0.2
Administrative Assistant	1
Scheduler	0.4
Medical Records Clerk	2
<b>Total FTE's</b>	<b>27.6</b>
<b>Farquhar Cattle Ranch – Work Center</b>	<b>FTE's</b>
(Home Facility - <i>Bibb</i> )	
LPN	0.2
<b>Total FTE's</b>	<b>0.2</b>
<b>Bullock - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP (1.00 CRNP or exchange with MD 0.40)	1
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	4.2
LPN	12.6
Pharmacy Inventory Manager	1
Phlebotomist	1
X-Ray Tech.	0.4
Administrative Assistant	1
Scheduler	0.4

Medical Records Clerk	2
Total FTE's	28.8
<b>Donaldson - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP (1.00 CRNP or exchange with 0.40 MD)	1
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	4.2
LPN	14
Pharmacy Inventory Manager	1
Phlebotomist	0
X-Ray Tech.	0.4
Administrative Assistant	1
Scheduler	0.4
Medical Records Clerk	2
Total FTE's	29.2
<b>Easterling - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP	0.6
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	4.2
LPN	12.6
Pharmacy Inventory Manager	1
Phlebotomist	0
X-Ray Tech.	0.2
Administrative Assistant	1
Scheduler	0.5
Medical Records Clerk	1.5
Total FTE's	26.8
<b>Fountain - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP	1
Dentist	1.4
Dental Assistant	1.4
Dental Hygienist	0.4
D.O.N.	1
RN	4.2
LPN	15.4
Pharmacy Inventory Manager	1
Phlebotomist	0
X-Ray Tech.	0.6
Administrative Assistant	1
Scheduler	1
Medical Records Clerk	2
Total FTE's	32.4

<b>Atmore – Work Center</b>	<b>FTE's</b>
(Home Facility - <i>Fountain</i> )	
LPN	0.4
Total FTE's	<b>0.4</b>
<b>Camden - Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility - <i>Fountain</i> )	
LPN	0.2
Total FTE's	<b>0.2</b>
<b>J. O. Davis – Facility</b>	<b>FTE's</b>
(Home Facility - <i>Fountain</i> )	
LPN	1
Total FTE's	<b>1</b>
<b>Loxley - Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility - <i>Fountain</i> )	
LPN	1
Total FTE's	<b>1</b>
<b>Mobile - Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility - <i>Fountain</i> )	
LPN	0.4
Total FTE's	<b>0.4</b>
<b>Hamilton Aged and Infirm - Facility</b>	<b>FTE's</b>
(Dental Work & X-Ray Home Facility – <i>Donaldson</i> or <i>Off-Site</i> )	
H.S.A./RN	1
MD	0.6
CRNP	0.4
Dentist	0
Dental Assistant	0
Dental Hygienist	0
D.O.N.	0
RN	4.2
LPN	11.2
Pharmacy Inventory Manager	0
Phlebotomist	0
X-Ray Tech.	0.2
Administrative Assistant	1
Scheduler	0
Medical Records Clerk	1
Total FTE's	<b>19.6</b>
<b>Hamilton -Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility - <i>Hamilton</i> )	
LPN	0.5
Physician (Roving)	0.2
Total FTE's	<b>0.7</b>

<b>Holman - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP	0
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	4.2
LPN	14
Pharmacy Inventory Manager	1
Phlebotomist	0
X-Ray Tech.	0.4
Administrative Assistant	1
Scheduler	0.4
Medical Records Clerk	1
Total FTE's	27.2
<b>Kilby - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP	2
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
Assistant DON (Supervises & Schedules/Work Camps)	1
RN	5.2
LPN	21
Certified Nursing Assistant (or RMA)	5.6
Pharmacy Inventory Manager	1
Registered Medical Technologist	1
Phlebotomist	2
X-Ray Tech.	1
Administrative Assistant	2
Scheduler	1
Medical Records Supervisor	1
Medical Records Clerk	4
Total FTE's	53
<b>Kilby Surgery Center and Clinic</b>	<b>FTE's</b>
(Pre-Op and Post-Op Staff – <i>Kilby</i> )	
LPN	4.2
Certified Nursing Assistant	1.4
Total FTE's	5.6
<b>Alex City- Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility – <i>Kilby</i> )	
LPN	0.4
Total FTE's	0.4
<b>Elba -Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility – <i>Kilby 1<sup>st</sup> – Easterling 2<sup>nd</sup></i> )	
LPN	0.2
Total FTE's	0.2



<b>Montgomery Pre-Release Center - Facility</b>	<b>FTE's</b>
(Home Facility - <i>Kilby</i> )	
LPN	2.8
RMA	1
Total FTE's	3.8
<b>Red Eagle -- Facility</b>	<b>FTE's</b>
(Home Facility - <i>Kilby</i> )	
LPN	0.4
Total FTE's	0.4
<b>Limestone - Facility</b>	<b>FTE's</b>
H.S.A.	1
Special Unit Manager	1
MD (1.00 General, 1.00 HIV Specialist)	2
CRNP	2.6
Dentist	1.4
Dental Assistant	1.4
Dental Hygienist	0.4
D.O.N.	1
RN	5.2
LPN	22.2
Social Worker (Special Unit)	1
Pharmacy Inventory Manager	1
Phlebotomist	1
X-Ray Tech.	1
Administrative Assistant	2
Scheduler	0.6
Medical Records Clerk	2.4
Total FTE's	47.2
<b>Decatur - Work Release and Work Camp</b>	<b>FTE's</b>
(Home Facility - <i>Limestone</i> )	
CRNP	0.4
Clerk	0.3
LPN	1
Total FTE's	1.7
<b>St. Clair - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1.5
CRNP	1.7
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	6.6
LPN	14
Pharmacy Inventory Manager	1
Phlebotomist	1
X-Ray Tech.	0.3
Administrative Assistant	1
Scheduler	1
Medical Records Clerk	2
Total FTE's	34.3

<b>Childersburg - Work Release and Work Camp</b>	<b>FTE's</b>
(Home Facility - <i>St. Clair</i> )	
CRNP	0.3
LPN	2.4
Total FTE's	<b>2.7</b>
<b>Staton - Facility</b>	<b>FTE's</b>
(Draper - Facility, Elmore- Facility, Frank Lee - Facility)	
H.S.A.	1
MD	2
CRNP	2
Dentist	1.4
Dental Assistant	1.4
Dental Hygienist	0.4
D.O.N.	1
RN	7
LPN	19.6
Pharmacy Inventory Manager	1
Phlebotomist	1
X-Ray Tech.	0.6
Administrative Assistant	1
Scheduler	1
Medical Records Clerk	3
Total FTE's	<b>43.4</b>
<b>Frank Lee - Facility</b>	<b>FTE's</b>
(Home Facility - <i>Staton</i> )	
LPN	0.6
Total FTE's	<b>0.6</b>
<b>Tutwiler - Facility</b>	<b>FTE's</b>
(& Tutwiler Annex)	
H.S.A.	1
MD	1.6
CRNP	2
Dentist	1.4
Dental Assistant	1.4
Dental Hygienist	0.4
D.O.N.	1
RN	7
LPN	19.6
Pharmacy Inventory Manager	1
Phlebotomist	1
X-Ray Tech.	0.4
Administrative Assistant	1
Scheduler	1
Medical Records Clerk	3
Total FTE's	<b>42.8</b>
<b>Birmingham - Work Release and Work Center</b>	<b>FTE's</b>
(Home Facility; <i>Tutwiler</i> - Admissions, etc., <i>Donaldson</i> - after hours nurse encounters, <i>St. Clair</i> - Dental)	
CRNP	0.4
RN	1.6
LPN	4.2
Total FTE's	<b>6.2</b>

<b>Ventress - Facility</b>	<b>FTE's</b>
H.S.A.	1
MD	1
CRNP	0.4
Dentist	1
Dental Assistant	1
Dental Hygienist	0.2
D.O.N.	1
RN	4.2
LPN	12.6
Pharmacy Inventory Manager	1
Phlebotomist	0
X-Ray Tech.	0.4
Administrative Assistant	1
Scheduler	0.4
Medical Records Clerk	1.6
<b>Total FTE's</b>	<b>26.8</b>
<b>Traveling Inmate Work Center Teams</b>	<b>FTE's</b>
<b>Team A – Southeast</b>	
<i>Alex City, Elba, Frank Lee, Montgomery Pre-Release, Red Eagle</i>	
CRNP	1
LPN	1
RMA or Clerk	1
<b>Total FTE's</b>	<b>3</b>
<b>Team B – Southwest</b>	
<i>Atmore Work Center, Camden, J. O. Davis, Loxley, Mobile</i>	
CRNP	1
LPN	1
RMA or Clerk	1
<b>Total FTE's</b>	<b>3</b>
<b>Total FTE's</b>	<b>481.60</b>